OMI

Oregon Micro-Imaging, Inc.
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START

OF

ROLL

ROLL

247

AGENCY
NAME: ODot Support Services

SERIES TITLE:
Contracts

FIRST RECORD
ON REEL:
Contract #9736

REDUCTION
RATIO: 21X

1983 Otis Junction-Polk 9736
County Line (Boyer Hill) Sec.
Salmon R. Hwy. (gr,pav,str) ●

9736

jc cc: OSHD (D. Forbes)

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

m

REGION NO. 10	REPORT NO. 3	COUNTY Tillamook	DIVISION Oregon
DATE OF REPORT 8/18/89	REPORT MADE BY 8-18-89 David B. Carter, Area Engineer		PROJECT NO. F-HES-23(8)
COMPLETION DATE (Actual) 8/6/85	ACCEPTANCE DATE BY CONRTACT AGENCY February 11, 1988	TIME ELAPSED $\frac{328}{275}$ = 119.3 %	CONTRACT TIME 275 Calendar Work Days

LOCATION
In Tillamook County, Oregon
Approximately 6.3 miles west of Grand Ronde on the Salmon River Hwy (ORE 18)

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

OTIS JCT. - POLK CO. LINE (BOYER HILL) SECTION
SALMON RIVER HIGHWAY
Grading, Paving & Structures

This project provided for the correction of an embankment slide and for the construction of a passing lane for westbound traffic.

The contractor overran the allotted contract time and was assessed 54 days of liquidated damages.

The final cost of the original contract bid items was $1,453,029.81, or a 2.7 percent underrun of the contract bid amount of $1,492,736.60. The final cost of the contract including all contract changes and engineering was $1,779,430.65.

All participating work has been completed.

A final inspection of the completed work was made on August 14, 1985.

- DBC -

W

Copy sent
Constr. 8/23/89.
Wo.

RECEIVED
STATE HWY ENGR
AUG 21 '89
ASSIGNED TO
FOR
INFO

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE David B Carter		SIGNATURE John T. Price	
TITLE Area Engineer	DATE 8/18/89	TITLE District Engineer	DATE 8/18/89

FORM FHWA 1446B (Rev. 2-84) PREVIOUS EDITIONS MAY BE USED.

.9736 J

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 2-3		State Oregon
PROJECT REPORT NUMBER		County Tillamook
MODIFICATION NUMBER 5		Project Number F-HES-23(8)

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

2-10-89

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 16, 19 84, is hereby modified as follows:

	Former amount	Revised amount	
Estimated total cost of project	$ 1,789,889.00	$ 1,742,300.00	
Federal funds	$ 1,129,102.00	$ 1,094,997.00	(010)
	450,000.00	450,000.00	(141)
Other revisions			

This modification is made for the following reasons: To release federal funds for use on other projects.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 10TH day of FEB, 19 '89.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Joseph N. Speight for
MANAGER, PROGRAM SECTION
(Title)

XXX FOR: DONALD E. FORBES, P.E.

STATE HIGHWAY ENGINEER
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)
FOR: DALE E. WILKEN

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon February 6, 1989

Federal-aid Project No. F-HES-23(8)

Otis Jct.-Polk Co. Line (Boyer Hill) Sec.
Salmon River Highway
Tillamook County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Primary)(Sta. 144+00 to Sta. 494+50)

Subtotal as shown on estimate of 2-1-88	$ 1,048,276.39
Less lump sum construction decrease costs	(47,689.00)
Subtotal	$ 1,000,587.39
Engineering	124,467.61
Total	$ 1,125,055.00

Type Code I000
Roadway (Hazard Elimination) (Sta. 494+50 to 511+25)

Total as shown on estimate of 2-1-88	$ 573,845.00

Retain in Reserve

Total as shown on estimate of 2-1-88	$ 43,300.00

Nonparticipating Items

Single Mailbox Supports	Each	1	$100.00	$ 100.00

SUMMARY OF FUNDS

Description	Appn Code	Pro-Rata	Sub Job.	Total Cost	Federal Funds	State Funds
Roadway	010	88.15%	011	$1,125,055.00	$ 997,735.00	$ 133,320.00
Roadway	141	90.00%	021	500,000.00*	450,000.00	50,000.00
Roadway	010	88.15%	011	73,845.00	65,094.00	8,751.00
Reserve	010	88.15%	011	43,300.00	38,168.00	5,132.00
Nonpartic.	---	---	010	100.00	---	100.00
Total				$1,742,300.00	$1,544,997.00	$ 197,303.00

* $500,000.00 is maximum HES funds.

Sub. Job 010 = 0%; Sub. Job 011 = 69%; Sub. Job 020 = 0%; Sub. Job 021 = 26%;
Sub. Job 081 = 5%
Contract No. 9,736
Prefix: C029-1979 (P.E.)
C09736

DDB:bkw

9736 J

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 1-151	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Tillamook
MODIFICATION NUMBER ~~5~~ 4	1-31-89	Project Number F-HES-23(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 16, 19 84, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,789,889	$ 1,721,413
Federal funds	$ 1,129,102	$ 1,076,586 (010)
Other revisions	450,000	450,000 (141)

This modification is made for the following reasons: to release federal funds for use on other projects.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 31ST day of JAN, 19 '89.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Joseph A. Speight for

MANAGER, PROGRAM SECTION
(Title)

By For: DONALD E. FORBES, P.E.

STATE HIGHWAY ENGINEER
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ____________________
(Division Administrator)

For: DALE E. WILKEN

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JANUARY 25, 1989

FEDERAL AID PROJECT NO. F-HES-23(8)

Otis Jct.-Polk Co. Line (Boyer Hill) Sec.
Salmon River Highway
Tillamook County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code 1000
Roadway (Primary)(Sta. 144+00 to 494+50)

Subtotal as shown on est. of 2-1-88	$ 1,048,276.39
Construction Decrease Costs (-)	68,576.00
Subtotal	$ 979,700.39
Engineering	124,467.61
Total	$ 1,104,168.00

Type 1000
Roadway (Hazard Elimination)(Sta. 494+50 to 511+25)

Total as shown on estimate of 2-1-88 $ 573,845.00

Retain in Reserve

Total as shown on estimate of 2-1-88 $ 43,300.00

Nonparticipating Items

Single Mailbox Supports	Each	1	$ 100.00	$ 100.00

SUMMARY OF FUNDS

Description	Code	Job	Rata	Total Cost	Federal Funds	State Funds
Roadway	010	011	88.15%	$ 1,104,168.00	$ 973,324.00	$ 130,844.00
Roadway (HES)	141	021	90%	500,000.00*	450,000.00	50,000.00
Roadway (HES)	010	011	88.15%	73,845.00	65,094.00	8,751.00
Reserve	010	011	88.15%	43,300.00	38,168.00	5,132.00
Nonpart.	---	010	---	100.00	- - -	100.00
TOTAL				$ 1,721,413.00	$ 1,526,586.00	$ 194,827.00

* $500,000.00 is maximum HES funds.

SubJob 010 = 0%; SubJob 011 = 69%; SubJob 020 = 0%;
SubJob 021 = 26%; SubJob 081 = 5%
Contract No. ~~9,732~~ 9736
Prefix: C029-1979 (P.E.)
C09736

DDB:pk

9736

J

TO BE COMPLETED BY FHWA

MONTHLY TRANSACTION NUMBER 2-30

PROJECT REPORT NUMBER

MODIFICATION NUMBER ~~2~~ 4

U.S. Department of Transportation
Federal Highway Administration

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

2-8-88

Form Approved; O M B No. 04-R2089

State
Oregon

County
Tillamook

Project Number
F-HES-23(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on 1-16, 19 84, is hereby modified as follows:

	Former amount	Revised amount	
Estimated total cost of project	$ 1,780,889	$ 1,789,889	
Federal funds	$ 1,129,102	$ 1,137,035	(010)
	450,000	450,000	(141)
Other revisions			

This modification is made for the following reasons: To include increases in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 8th day of February, 19 88.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Joseph N. Speight for

Manager, Program Section
(Title)

XXX For: Don Adams

Acting State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON FEBRUARY 1, 1988

FEDERAL AID PROJECT NO. F-HES-23(8)

OTIS JCT.-POLK CO. LINE (BOYER HILL SECTION
SALMON RIVER HIGHWAY
TILLAMOOK COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I000
ROADWAY (PRIMARY)(STA. F-144+00 to STA. 494+50)

ITEM	UNIT	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Asphalt Cement in Mixture	TON	$ 200.00	356	$ 71,200.00	401	$ 80,200.00
				$ 71,200.00		$ 80,200.00

Increase	$ 9,000.00
Subtotal from estimate of Sept. 16, 1985	1,039,276.39
Subtotal	$1,048,276.39
Engineering	124,467.61
Total	$1,172,744.00

TYPE CODE I000
ROADWAY (HAZARD ELIMINATION)(STA. 494+50 TO STA. 511+25)

Total as on estimate of December 19, 1983	$ 573,845.00

RETAIN IN PROGRAM

Total as on estimate of December 19, 1983	$ 43,300.00

SUMMARY OF FUNDS (88.15%)(90%)

Description		Appn Code	Total Cost	Federal Funds	State Funds
Roadway	G-1	010	$ 1,172,744.00	$ 1,033,773.00	$ 138,971.00
Roadway (Hazard Elimination)	G-2	141	500,000.00*	450,000.00	50,000.00
Roadway (Hazard Elimination)	G-1	010	73,845.00	65,094.00	8,751.00
Reserve	G-1	010	43,300.00	38,168.00	5,132.00
Total			$ 1,789,889.00	$ 1,587,035.00	$ 202,854.00

* $500,000 is maximum for HES funds.

(NONPARTICIPATING-STATE WORK)

Single Mailbox Supports	1 Each	100.00	$ 100.00

Group 1: 73%; Group 2: 22%; Group 8: 5%
Contract No. 9736
Prefix: 29-1979
Prefix: C9736
RLC:bkb

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 10-74	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
PROJECT REPORT NUMBER		State OREGON
		County TILLAMOOK
MODIFICATION NUMBER 2		Project Number F-HES-23(8)

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 16 , 1984 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,737,365	$ 1,780,889
Federal funds	$ 1,090,735(010) 450,000(141)	$ 1,129,102 (010) 450,000 (141)
Other revisions		

This modification is made for the following reasons: To include increase in construction cost.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 15TH day of OCT , 19 85 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~By~~ FOR: L. W. Rulien, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON SEPTEMBER 16, 1985

FEDERAL AID PROJECT NO. F-HES-23(8)

OTIS JCT.-POLK CO. LINE (BOYER HILL SECTION
SALMON RIVER HIGHWAY
TILLAMOOK COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE 1000
ROADWAY (PRIMARY)(Sta. F-144+00 to Sta. 494+50)

ITEM	UNIT PRICE		ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Flagmen	Hr.	13.00	750	$ 9,750.00	3,000	$ 39,000.00
General Excavation	Cu. Yd.	1.50	74,360	111,540.00	83,876.19	125,814.29
				$121,290.00		$164,814.29

Increase	$ 43,524.29
SUBTOTAL from Estimate of December 19, 1983	995,752.10
Subtotal	$1,039,276.39
Engineering	124,467.61
Total	$1,163,744.00

TYPE CODE 1000
ROADWAY (HAZARD ELIMINATION)(Sta. 494+50 to Sta. 511+25)

Total as on Estimate of December 19, 1983	$ 573,845.00

RETAIN IN PROGRAM

Total as on Estimate of December 19, 1983	$ 43,300.00

SUMMARY OF FUNDS (88.15%)(90%)

Description		Appn. Code	Total Cost	Federal Funds	State Funds
Roadway	G-1	010	$1,163,744.00	$1,025,840.00	$137,904.00
Roadway (Hazard Elimination)	G-2	141	500,000.00 *	450,000.00	50,000.00
Roadway (Hazard Elimination)	G-1	010	73,845.00	65,094.00	8,751.00
Reserve	G-1	010	43,300.00	38,168.00	5,132.00
TOTAL			$1,780,889.00	$1,579,102.00	$201,787.00

* $500,000 is maximum for HES Funds.

Group 1: 73%; Group 2: 22%; Group 8: 5%
Contract No. 9736
Prefix: 29-1979
Prefix: C9736

OTIS JCT.-POLK CO. LINE (BOYER HILL)
(NONPARTICIPATING - STATE WORK)

Single Mailbox Supports	1 Each	100.00	$ 100.00

RLC:pf

.9736

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 10 - 255 + 256	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Tillamook
MODIFICATION NUMBER 1		Project Number F-HES-23(8)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 16, 1984, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 1,737,365.00	$ 1,737,365.00
Federal funds	$ 1,237,356.00(010) 500,000.00(141)	$ 1,090,735.00(010) 450,000.00(141)
Other revisions		

(Note: Additional Federal Funds Collected - $59,987.65 (010)
25,369.14 (141)

This modification is made for the following reasons:
"The project agreement executed 1-16-84, is modified to decrease federal-aid participation to 88.15/90 percent in accordance with P.L. 97-424, Section 145."

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By ______

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By ______

______
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ______
(Division Administrator)

For: Dale E. Wilken

OTIS JCT - POLK CO LINE
TILLAMOOK CO
27-1016

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA
MONTHLY TRANSACTION NO.
1-163, 1-164, 185, 186

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID PROJECT AGREEMENT

State: OREGON
County: TILLAMOOK
Project No.: F-HES-23(8)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Otis Jct.-Polk Co. Line (Doyer Hill)

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10/26/83	1.349

OTHER *(Specify)*

FUNDS PRO RATA 88.15%; 90%

ESTIMATED TOTAL COST OF PROJECT		FEDERAL FUNDS	
1,237,365.00	010	1,090,735.00 *	010
$ 500,000.00	141	$ 450,000.00 *	141

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

* See Additional Provisions on back.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By ______________________

Manager, Program Section
(Title)

~~BY~~ FOR: H. S. Coulter

State Highway Engineer
(Title)

By ______________________

____
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ______________________
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator [illegible]

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen File

Oregon State Highway Division
Salem, Oregon December 19, 1983

Federal-Aid Project No. F-HES-23(8)

Otis Jct.-Polk Co. Line (Doyer Hill) Section
Salmon River Highway
Tillamook County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (Primary)(Sta. F-441+00 to Sta. 494+50)

Mobilization	75%	All Required		$ 53,775.00
Temporary Protection and Direction of Traffic	60	%		2,400.00
Temporary Signs	315	Sq. Ft.	12.00	3,780.00
Temporary Barricades	5	Each	50.00	250.00
Temporary Continuous Rail Traffic Barriers, Reflectorized	50	Lin. Ft.	4.00	200.00
Temporary Plastic Safety Markers	24	Each	35.00	840.00
Temporary Reflective Pavement Markers	65	Each	10.00	650.00
Flagmen	750	Hour	13.00	9,750.00
Pilot Car	120	Hour	25.00	3,000.00
Straw Bale Sediment Barrier, Type A	500	Lin. Ft.	3.00	1,500.00
Straw Bale Sediment Barrier, Type B	500	Lin. Ft.	3.00	1,500.00
Temporary Sediment Fence	1,000	Lin. Ft.	4.00	4,000.00
Temporary Slope Drains	500	Lin. Ft.	5.00	2,500.00
Temporary Sediment Basins	6	Each	100.00	600.00
Temporary Drainage Curbs	1,000	Lin. Ft.	2.00	2,000.00
Temporary Scour Holes	5	Each	200.00	1,000.00
Sand Bags	150	Each	4.00	600.00
Clearing and Grubbing	75%	All Required		90,000.00
Removal of Structures and Obstructions	75%	All Required		1,500.00
Removal of Material from Box Culverts		All Required		2,000.00
Ditch Excavation	515	Cu. Yd.	3.00	1,545.00
Embankment Foundation Excavation	5,128	Cu. Yd.	3.00	15,384.00
General Excavation	82,155	Cu. Yd.	1.50	123,232.50
Trench Excavation	1,606	Cu. Yd.	7.00	11,242.00
Finishing Roadbed and Slopes	75%	All Required		1,500.00
Watering	450	M-Gal.	10.00	4,500.00
Structure Excavation	263	Cu. Yd.	13.00	3,419.00
Treated Base Mixture	15,100	Ton	9.00	135,900.00

Cement in Treated Base Mixture	830	Ton	75.00	62,250.00
Aggregate Shoulders	5,000	Ton	6.00	30,000.00
Class "B" Asphalt Concrete Mixture	6,600	Ton	14.00	92,400.00
Asphalt Cement in Mixture	398	Ton	200.00	79,600.00
Asphalt in Tack Coat	11	Ton	275.00	3,025.00
Concrete in Retaining Walls	16	Cu. Yd.	190.00	3,040.00
Reinforcement in Retaining Walls	300	Lbs.	0.75	225.00
Concrete Retaining Wall (Stations 490+50 to 493+75)		All Required		30,000.00
12-inch Culvert Pipe	652	Lin. Ft.	15.00	9,780.00
15-inch Culvert Pipe	100	Lin. Ft.	18.00	1,800.00
18-inch Culvert Pipe	1,123	Lin. Ft.	17.00	19,091.00
12-inch Slip Joint	6	Each	170.00	1,020.00
Extra for Pipe Under Pavement	491	Lin. Ft.	17.00	8,347.00
Concrete Inlets, Type D (Modified)	14	Each	500.00	7,000.00
Concrete Inlets, Type CG-2	1	Each	600.00	600.00
8-inch Drain Pipe	6,220	Lin. Ft.	4.00	24,880.00
Filter Fabric	6,632	Sq. Yd.	1.30	8,621.60
Gravel in Drains	3,875	Cu. Yd.	17.00	65,875.00
Guard Rail, Type 2A	3,888	Lin. Ft.	8.00	31,104.00
Guard Rail Anchors, Type 1	7	Each	250.00	1,750.00
Guard Rail Anchors, Type 2	2	Each	200.00	400.00
Rail End Pieces, Type C	9	Each	80.00	720.00
Concrete Curbs	760	Lin. Ft.	4.00	3,040.00
Extra for Asphalt Approaches	14	Each	275.00	3,850.00
Concrete Barrier	600	Lin. Ft.	18.00	10,800.00
Paved Culvert End Slopes	93	Sq. Ft.	12.00	1,116.00
Drainage Curbs	1,000	Lin. Ft.	2.00	2,000.00
Loose Riprap, Class 50	45	Cu. Yd.	10.00	450.00
Delineators, Type 2	50	Each	18.00	900.00
Delineators, Type 4	25	Each	11.00	275.00
Roadside Seeding and Mulching	7	Acre	475.00	3,325.00
				$ 985,852.10

Anticipated Items

Permanent Pavement Striping	75%	All Required		$ 2,250.00
Temporary Pavement Striping	75%	All Required		1,200.00
Remove Pavement Striping	75%	All Required		750.00
Temporary Erosion Control	75%	All Required		3,750.00
Bikeway Striping and Legend	75%	All Required		750.00
Pavement Markers	75%	All Required		1,200.00
				$ 9,900.00
			Subtotal	$ 995,752.10
			Engineering	124,467.90
			Total	$ 1,120,220.00

Type Code 1000
Roadway (Hazard Eliminating)(Sta. 494+50 to Sta. 511+25)

Mobilization	25%	All Required		$ 17,925.00
Temporary Protection and Direction of Traffic	40%	All Required		1,600.00
Temporary Signs	223	Sq. Ft.	6.00	2,676.00
Temporary Barricades	4	Each	50.00	200.00
Temporary Continuous Rail Traffic Barriers, Reflectorized	50	Lin. Ft.	4.00	200.00
Temporary Concrete Barrier, Reflectorized	550	Lin. Ft.	13.00	7,150.00
Temporary Plastic Safety Markers	9	Each	35.00	315.00
Temporary Delineators, Type 1	8	Each	15.00	120.00
Temporary Reflective Pavement Markers	22	Each	10.00	220.00
Flagmen	250	Hour	13.00	3,250.00
Pilot Car	80	Hour	25.00	2,000.00
Clearing and Grubbing	25%	All Required		30,000.00
Removal of Structures and Obstructions	25%	All Required		500.00
Embankment Foundation Excavation	2,950	Cu. Yd.	3.00	8,850.00
General Excavation	11,405	Cu. Yd.	1.50	17,107.50
Stone Embankment	14,000	Cu. Yd.	9.00	126,000.00
Trench Excavation	272	Cu. Yd.	7.00	1,904.00
Finishing Roadbed and Slopes	25%	All Required		500.00
Watering	100	M-Gal.	10.00	1,000.00
Shoring, Cribbing, Etc.		All Required		5,000.00
Structure Excavation	494	Cu. Yd.	13.00	6,422.00
Treated Base Mixture	4,400	Ton	9.00	39,600.00
Cement in Treated Base Mixture	240	Ton	75.00	18,000.00
Aggregate Shoulders	700	Ton	6.00	4,200.00
Class "B" Asphalt Concrete Mixture	2,200	Ton	14.00	30,800.00
Asphalt Cement in Mixture	132	Ton	200.00	26,400.00
Asphalt in Tack Coat	4	Ton	275.00	1,100.00
Concrete in Retaining Walls	172	Cu. Yd.	190.00	32,680.00
Reinforcement in Retaining Walls	10,300	Lbs.	0.75	7,725.00
12-inch Culvert Pipe	222	Lin. Ft.	15.00	3,330.00
30-inch Culvert Pipe	168	Lin. Ft.	40.00	6,720.00
12-inch Sewer Pipe	892	Lin. Ft.	10.00	8,920.00
12-inch Slotted Drain Pipe	20	Lin. Ft.	40.00	800.00
Concrete Inlets, Type G-2	3	Each	600.00	1,800.00
Concrete Inlets, Type CG-2	2	Each	600.00	1,200.00
8-inch Drain Pipe	624	Lin. Ft.	4.00	2,496.00
18-inch Drain Pipe	690	Lin. Ft.	17.00	11,730.00
Filter Fabric	4,380	Sq. Yd.	1.30	5,694.00
Gravel in Drain	1,765	Cu. Yd.	17.00	30,005.00
Guard Rail, Type 2A	1,500	Lin. Ft.	8.00	12,000.00

Guard Rail Anchors, Type 1	2 Each	250.00	500.00
Guard Rail Anchors, Type 1 Modified	1 Each	200.00	200.00
Rail End Pieces, Type C	2 Each	80.00	160.00
Concrete Curbs	680 Lin. Ft.	4.00	2,720.00
Extra for Asphalt Approaches	1 Each	275.00	275.00
Concrete Barrier	250 Lin. Ft.	18.00	4,500.00
Loose Riprap, Class 50	1,210 Cu. Yd.	10.00	12,100.00
Temporary Concrete Barrier	300 Lin. Ft.	20.00	6,000.00
Delineators, Type 2	10 Each	18.00	180.00
Delineators, Type 4	10 Each	11.00	110.00
Roadside Seeding and Mulching	4 Acre	475.00	1,900.00
			$ 506,784.50

Anticipated Items

Permanent Pavement Striping	25% All Required		$ 750.00
Temporary Pavement Striping	25% All Required		400.00
Remove Pavement Striping	25% All Required		250.00
Temporary Erosion Control	25% All Required		1,250.00
Bikeway Striping and Legend	25% All Required		250.00
Pavement Markers	25% All Required		400.00
			$ 3,300.00
		Subtotal	$ 510,084.50
		Engineering	63,760.50
		Total	$ 573,845.00

Length of Roadway Primary	1.013 mi.
Length of Roadway HES	.317 mi.
Total	1.349 mi.
Cost of Roadway Per Mile Pri.	$ 1,105,844.03
Cost of Roadway Per Mile HES.	$ 1,810,236.59

Retained in Program

Slide Correction	All Required		$ 30,000.00
Permanent Signing	All Required		3,500.00
H.B. Van Duzer Corridor Sign	All Required		5,000.00
		Subtotal	$ 38,500.00
		Engineering	4,800.00
		Total	$ 43,300.00

SUMMARY OF FUNDS (88.15%)(90%)

Description			Total Cost	Federal Funds	State Funds
Roadway	G-1	010	$ 1,120,220.00	$ 987,473.00	$ 132,747.00
Roadway (Hazard Elimination)	G-2	141	500,000.00*	450,000.00	50,000.00
Roadway (Hazard Elimination)	G-1	010	73,845.00	65,094.00	8,751.00
Reserve	G-1	010	43,300.00	38,168.00	5,132.00
Total			$ 1,737,365.00	$ 1,540,735.00	$ 196,630.00

* $500,000 is maximum for HES Funds.

Reimbursement 100% $1,737,365   Public Law 97-424, S 145

Group 1 73%; Group 2 22%; Group 8 5%
Contract No. 9736
Prefix: 29-1979
Prefix: 29-1016

DAR:pf

Otis Jct.-Polk Co. Line (Boyer Hill)
(Nonparticipating - State Work)

Single Mailbox Supports	1 Each	100.00	$	100.00

9736

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 15, 1988

In Reply Refer to
File No.:
CON 5
9736

Fabricators, Inc.
2705 Lancaster Dr. NE
Salem, OR 97305

Time Extension Request
Otis Junction-Polk County Line (Boyer Hill)
Contract No. 9736
FAP No. F-HES-23(8)

Your request for additional time to complete the above project has been reviewed. The date of submittal, May 23, 1988, has been noted. This date is past the January 11, 1988 date of Third Notification.

Per Section 108.09 of the Standard Specifications for Highway Construction (Oregon 1974), requests for time adjustment must be made during the progress of the work.

Given the above, your request for time adjustment is denied.

Don Adams
Deputy State Highway Engineer

bc: Ken Husby
Bill Anhorn (w/attachment)
Lee Franklin (w/attachment)
Bruce Walton

DA:OBJ:mk 1c

STATE OF OREGON

INTEROFFICE MEMO

C 9736

TO: Ken Husby
Construction Engineer

DATE: 08/30/88

SUBJECT: Otis Junction - Polk County Line (Boyer Hill) Section
Contract No. 9736
Request for Adjustment of Contract Time

Attached is the subject time extension request and Cliff Lehman's analysis.

I concur in Cliff's analysis and recommend that we grant an extension of six days.

Ken

Kenneth D. Karnosh
Region 2 Construction Engineer

KDK:dbo
Attachment

0830d5

9-12-88

Don Adams -

I do not concur with Region.

This request was submitted too late for it to be considered. The on-site work on this project was complete on August 8, 1985. The 3rd Notice was not issued until Jan. 11, 1988 due to the contractor's failure to submit the PR 47 form. The time request was not submitted until May 23, 1988, some 4½ months *after* 3rd Notice.

[✓ CE] [✓ CAE] RECEIVED SPC ___ TC ___
COE ___ OM ___ SA ___ CC ___
OE ___ AUG 31 1988 FE ___ CP ___
CA ___ PQC ___
CAM ___ CONSTRUCTION SECTION QCS ___
EBO ___ FILE ___

81-123-1307

February 19, 1988

Industrial Indemnity Company
Bond Department
421 SW 6th Avenue
Portland, OR 97204

CON 5 - 9736

Contract No. 9736 awarded to Fabricators, Incorporated for work on the Otis Junction-Polk County Line (Boyer Hill) Section of the Salmon River Highway in Tillamook County was completed on January 11, 1988, and accepted by the State Highway Division on February 11, 1988.

Final payment in the amount of $12,018.23 will be released to the contractor after February 24, 1988. The total contract amount is $1,475,976.26 including $36,974.49 for work performed under force account.

You have been previously notified of claims filed against the performance bond on this contract some of which have been paid.

Fran Neavoll
COMMISSION SERVICES

bk

cc: Fabricators, Incorporated
2705 Lancaster Drive, NE
Salem, OR 97305

bc: C. O. Fredrickson
Walt Hart
Highway Accounting
Bill Anhorn

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
PRO

Date: March 31, 1987

#10,788

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Item No. 10016
Project No. F-23(4)
Otic Jct.-Polk Co. Line Sec.
Lincoln & Tillamook Counties

I request approval of a program change to adjust the estimated preliminary engineering costs to reflect more accurately the scope of work, based on the following justifications.

The preliminary engineering costs for the subject project have exceeded the survey authorizations as indicated below:

Prefix: C021-1905; Rose Lodge-Polk County Line
(Widow Cr. Unit)

Additional funding is needed to accommodate the great amount of detail required to develop the second environmental document for this project.

The preliminary engineering costs are $312,320.00.

Prefix: C029-1979; Otis Jct.-Polk Co. Line
(Boyer Hill Unit)

This is the final request for this project. The most significant increase occurs under Activity 903 (Bridge Design) and due to additional retaining wall design various other activities have either increased or decreased slightly to reflect actual costs.

Form 734-3122 (1-87)

The preliminary engineering costs are $180,000.00.

The total preliminary engineering costs are $492,320.00

Attached is an itemization of P.E. activity.

Approval of this request will involve revisions in financing as indicated on the enclosed copies of a revised project agreement estimate and modification of project agreement (PR-2A).

RLC:bkb
Attachment
cc: Paul D. Singer
    Region 2
    General Files.

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

WEEKLY REPORT FOR CONSTRUCTION PROJECTS

PROJECT NAME (SECTION)	Otis Junction - Polk County Line
HIGHWAY	Salmon River
COUNTY	Tillmook
CONTRACTOR	Fabricators Inc.
KIND OF WORK	Grading, Paving, & Slide Repair
WEEK ENDING	Jan. 24, 1987
CONTRACT NO	C09736
F A PROJECT NO	F-HES-23 (8)
DATE OF AWARD	May 16, 1985
FIRST NOTIFICATION DATE	May 28, 1985
ESTIMATED DATE OF COMPLETION, OR SECOND NOTIFICATION DATE AND	Aug. 6, 1985
ESTIMATED SEMIFINAL SUBMITTAL DATE	March 7, 1986

PROJECT AUTHORIZATION

CURRENT AUTHORIZATION $ 1,737,491.18

ESTIMATED PROJECT COST $ 1,747,214.38

ESTIMATED PERCENT OVERRUN/UNDERRUN 0.6 %

ENGINEERING

AUTHORIZATION $ 123,554.93

COST THIS WEEK $ 152.00

TOTAL TO DATE $ 257,942.25

PERCENT OF AUTHORIZATION 208 %

CONTRACT TIME UNIT	DATE OF SPECIFIED COMPLETION	DAYS AVAILABLE OR LIMITING NO. OF DAYS	ELAPSED TIME OR DAYS CHRGD. TO END OF WEEK	PRESENT TIME ELAPSED OR CHARGED	EXPECT TO COMPLETE UNIT ON TIME
All	/ /	275	329.0	119	Yes
	/ /	0	0.0	0	
	/ /	0	0.0	0	
	/ /	0	0.0	0	

AVERAGE FORCE ON PROJECT THIS WEEK

SUPERVISORS: 0 WORKERS: 0

PERCENT CONTRACT WORK COMPLETED 100%

CONTRACT STATUS	GRADING	BASE	PAVING	SIGNALS	STRUCTURES	
ORIG. CONTRACT QUANTITIES	93,560 CY	19,500 TN	8,800 TN			
EST. CORRECTED QUANTITIES	105,533 CY	14,406 TN	10,198 TN			
EST. PERFORMED TO DATE	105,533 CY	14,406 TN	10,198 TN			
PERCENT PERFORMED TO DATE	100	100	100	0	0	0

ACTIVITIES THIS WEEK:

No Contractor Activity.

RECEIVED
JAN 28
CONSTRUCTION SECTION

PROJECT VISITORS:
NONE

ACTIVITIES ANTICIPATED NEXT WEEK:

NONE

PROJECT MANAGER COMMENTS (INCLUDE DATE AND REASON FOR SUSPEND WORK ORDERS):

R/W staking is approximately 95% complete. Engineering costs accrued in office

Awaiting PR-47

DISTRIBUTE AS INDICATED BY THE MARGINALS. GENERALLY SUBMIT THE ORIGINAL AND TWO COPIES TO THE CONSTRUCTION SECTION AND ONE COPY TO REGION.

PROJECT MANAGER (SIGN) Lee Franklin
Lee Franklin

734-3001 (REV. 1-86)

CONSTRUCTION SECTION

March 21, 1986

CON 5
#9736

Heintz Trucking
16755 Ellendale Road
Dallas, OR 97338

Thank you for your note that your claim in the amount of $402.50 against Fabricators, Incorporated has been paid.

This was in connection with their Contract No. 9736 for work on the Otis Junction-Polk County Line (Boyer Hill) Section of the Salmon River Highway in Tillamook County.

We will note this information in our files and notify the contractor and surety.

Robert W. Gormsen
COMMISSION SERVICES

cc: Fabricators, Incorporated
2705 Lancaster Drive N.E.
Salem, OR 97305

Industrial Indemnity Company
421 SW 6th Avenue
Portland, OR 97204

NOTED ON CARD
3-21-86cc

bc: Secretary of State

bbc: Bryant Jackmond

FKN:cc

STATE OF OREGON
1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 15, 1985

Heintz Trucking
16765 Ellendale Road
Dallas, OR 97338

IN REPLY REFER TO
FILE NO.
CON 5
#9736

This will acknowledge your letter dated June 13, 1985, with attached invoice, filing a claim against the following Highway Division contract:

CHECK # 6819
PAID - 2-27-86
IN FULL.
Robert C. Heintz
Heintz Trucking

FILED BY:	Heintz Trucking
AMOUNT:	$402.50
FOR:	Truck rental and hauling
AGAINST (Prime contractor)	Fabricators, Incorporated
SUBCONTRACTOR:	Zellner Excavation
CONTRACT NO.:	9736
PROJECT:	Otis Junction-Polk County Line (Boyer Hill) Section, Salmon River Highway, Tillamook County
SURETY:	Industrial Indemnity Company 222-6811
AGENT:	Rollins Burdick Hunter of Oregon, Inc.

[illegible]

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

200 Market Bldg. Suite 350
Portland 97201
Ph 224-9700

Robert W. Gormsen
Robert W. Gormsen
COMMISSION SERVICES

cc: Fabricators, Incorporated
2705 Lancaster Dr., NE
Salem, OR 97305

Industrial Indemnity Company
421 SW Sixth Avenue
Portland, OR 97204

EUGENE # — 485-5022

December 30, 1985

AGC-Operating
Engineers Trust Funds
P.O. Box 4668
Portland, Oregon 97208

CON 5 - #9736

Attention: Barbara J. Ford
Delinquency Coordinator

Thank you for your letter of December 11, 1985, stating that your claim in the amount of $1,230.69 together with interest has been paid in full.

This was in reference to Fabricators, Incorporated, Contract No. 9736, for work on the Otis Junction-Polk County Line (Boyer Hill) Section of the Salmon River Highway in Tillamook County.

We will note this information in our records, and we will advise the surety and the contractor.

Robert W. Gormsen
COMMISSION SERVICES

cc: Fabricators, Inc.
2705 Lancaster Dr. NE
Salem, OR 97305

Industrial Indemnity Co.
Attn: Bond Department
421 S.W. 6th Avenue
Portland, OR 97204

NOTED ON CARD
12/27/85 - [illegible]

bc: Secretary of State: RE claim #CL84-259; filed 11/30/84

bbc: Bryant Jackmond

FKN:clb

AGC-OPERATING ENGINEERS TRUST FUNDS

ADMINISTERED BY: ASSOCIATED ADMINISTRATORS, INC.
GARY HARRISON, ADMINISTRATOR

December 11, 1985

Mr. Robert W. Gormsen
Commission Services
Department of Transportation
Transportation Building
Salem, OR 97310

RE: File #CON 5 #9736
Prime: Fabricators, Inc.
Sub: Zellner Excavating

Gentlemen:

Please be advised that our claims in the amount of $1,230.69 together with interest has been paid in full.

Thank you for your cooperation in this matter.

Very truly yours,

OPERATING ENGINEERS TRUST FUNDS

Barbara J. Ford
Delinquency Coordinator

BJF:jmf

cc: Industrial Indemnity Company
Fabricators, Inc.

RECEIVED
DEC 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

AGC - INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701
HEALTH & WELFARE FUND, PENSION TRUST FUND AND VACATION FUND

Employer Trustees
LLOYD BABLER, JR., *Chairman*
RICHARD ROBERTSON, *Vice Chairman*
ARTHUR WEEKS
JAMES M. WRIGHT

Union Trustees
DEAN WEAR, *Secretary*
CHARLES WALLING, *Vice Secretary*
CHARLES MARLIN
FRANCIS WICKLANDER

I.U.O.E.
Local 701

AGC
Oregon-Columbia
Chapter

2929 N.W. 31st AVE. • PORTLAND, OR 97210 • (503) 223-3185 • MAIL ADDRESS: P.O. BOX 4668, PORTLAND, OR 97208

ic

U. S. DEPARTMENT OF TRANSPOR ON
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-HES-23(8)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Tillamook

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10016

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE June 18, 1985

8. FEDERAL ROUTE NUMBER Primary 23

9. STATE ROUTE NUMBER Primary 39

10. GENERAL LOCATION:
Otis Junction - Polk County Line (BogeR Hill) Section

11. GENERAL DESCRIPTION OF WORK
Furnish and install permanent signing.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 6-18-85 as requested in Mr. Fredrickson's letter of 11-29-85 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 3 is approved to a TEC of $1,500; Federal Funds 1,350.

RECEIVED
STATE HWY ENGR
DEC 13 '85
REFER TO Potter
FOR
Info | Invest | R/D | D.R | Clean | File

Orig. to
12/13

14. DATE 12/11/85

15. SIGNATURE OF APPROVING OFFICIAL Christianson

16. TITLE For Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

1f3

file

GOLDBERG, MECHANIC & GOLDSTEIN
ATTORNEYS AT LAW
200 ALDER PARK BUILDING
808 S.W. ALDER STREET
PORTLAND, OREGON 97205

STEVEN GOLDBERG
GENE B. MECHANIC
ALICE GOLDSTEIN *

TELEPHONE
(503) 224-2372

* MEMBER OREGON AND WASHINGTON BARS

November 26, 1985

Fabricators, Inc.
2705 Lancaster Drive
Salem, OR 97305

RE: Project: OSHD #9736 - Otis Junction - Polk County Line, Boyer Hill Section Salem River Hwy, Tillamook County
Prime: Fabricators, Inc.
Sub.: Zellner Excavating
Surety: Industrial Indemnity Co.
Bond No: YS 854-5459

Gentlemen:

Please be advised that this office represents the AGC-Operating Engineers Trust Funds with regards to collection of delinquent employer contributions. The Trust Funds have asked our assistance in collecting the contributions owed on account of work performed by employees of Zellner Excavating on the above project. The contributions in question are the subject of a Public Works Bond Claim acknowledged by the Department of Transportation on November 28, 1984.

At the present time, the amount due on our claim amounts to $1,360.15, including interest computed to November 20, 1985. Please remit this sum within ten (10) days of the date of this letter. In the event this sum is not received by December 6, 1985, suit will be filed.

I look forward to your cooperation. Please advise if you need any further information.

Sincerely yours,

Alice Goldstein

ALICE GOLDSTEIN

AG/tp
cc: Industrial Indemnity
Robert W. Gormsen ✓
John L. Widmer
Barbara Ford

no resp. rec. as claim already filed

RECEIVED
NOV 27 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

For our info

7736

files

AGC-OPERATING ENGINEERS TRUST FUNDS
ADMINISTERED BY: ASSOCIATED ADMINISTRATORS, INC.
GARY HARRISON, ADMINISTRATOR

CERTIFIED MAIL RRR#P 617 616 970

October 31, 1985

Fabricators, Inc.
2705 Lancaster Dr.
Salem, OR 97305

RE: Project: OSHD #9736 - Otis Junction - Polk County Line, Boyer Hill Section
Salem River Hwy, Tillamook County
Prime: Fabricators, Inc.
Sub.: Zellner Excavating
Surety: Industrial Indemnity Co.
Bond No.: YS 854-5459

Gentlemen:

It is our understanding that the construction work on the above project was completed on August 6, 1985. We would appreciate being advised at this time as to when we may expect payment of our Public Works Bond Claim which amounts to $1,349.38 (interest computed to October 20, 1985).

We would appreciate receiving a response from you within ten (10) days from the date of this letter in order to avoid the filing of a suit.

Very truly yours,

OPERATING ENGINEERS TRUST FUNDS

Barbara J. Ford
Delinquency Coordinator

no resp nec. info only

RECEIVED
NOV 4 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

BJF:jmf

cc: Industrial Indemnity Co.
✓Robert W. Gormsen
John L. Widmer

AGC - INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701
HEALTH & WELFARE FUND, PENSION TRUST FUND AND VACATION FUND

Employer Trustees	Union Trustees
LLOYD BABLER, JR., Chairman	DEAN WEAR, Secretary
RICHARD ROBERTSON, Vice Chairman	CHARLES WALLING, Vice Secretary
ARTHUR WEEKS	CHARLES MARLIN
JAMES M. WRIGHT	FRANCIS WICKLANDER

I.U.O.E. Local 701
AGC Oregon-Columbia Chapter

2929 N.W. 31st AVE. • PORTLAND, OR 97210 • (503) 223-3185 • MAIL ADDRESS: P.O. BOX 4668, PORTLAND, OR 97208

CL 1985-0126

A

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 15, 1985

FILED
JUL 18 1985
BARBARA ROBERTS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:
CON 5
#9736

Heintz Trucking
16765 Ellendale Road
Dallas, OR 97338

This will acknowledge your letter dated June 13, 1985, with attached invoice, filing a claim against the following Highway Division contract:

FILED BY: Heintz Trucking

AMOUNT: $402.50

FOR: Truck rental and hauling

AGAINST (Prime contractor) Fabricators, Incorporated

SUBCONTRACTOR: Zellner Excavation

CONTRACT NO.: 9736

PROJECT: Otis Junction-Polk County Line (Boyer Hill) Section, Salmon River Highway, Tillamook County

SURETY: Industrial Indemnity Company

AGENT: Rollins Burdick Hunter of Oregon, Inc.

NOTED ON CARD
7-24-85 kjm

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
JUL 23 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Fabricators, Incorporated
2705 Lancaster Dr., NE
Salem, OR 97305

Industrial Indemnity Company
421 SW Sixth Avenue
Portland, OR 97204

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

Heintz Trucking

16765 ELLENDALE ROAD
PHONE 623-3817
DALLAS, OR 97338

RECEIVED

JUNE 13, 1985

SIRS,

I WAS IN YOUR OFFICES, SEEKING ASSISTANCE IN COLLECTING BILL OWED ME BY ZELLNER EXCAVATION.

CONTRACT # 4736; FABRICATORS INC.; OTIS JUNCTION - POLK CO. LINE (BOYER HILL SECTION).

AMOUNT OWED; $402.50
OWED FOR; DUMP TRUCK RENTAL, REMOVE TAILGATE & HAUL STUMPS, DEBRIS.

ENCLOSED FIND A COPY OF THE TIME SLIP, & BILLING SLIP MAILED TO MR. ZELLNER, WHO HAS SINCE CLOSED HIS POST OFFICE BOX.

ANY HELP YOU MAY RENDER, TO HELP COLLECTION OF THIS PAST DUE BILL, WILL BE GREATLY APPRICATED.

YOURS TRULY,

Robert C. Hein

Heintz Trucking

16765 ELLENDALE ROAD PHONE 623-3817 DALLAS, OR 97338

ZELLNER EXCA.
P.O. BOX 17335
ALEM, ORE. 97305

10-4-84

TRUCK RENTAL; OCT. 3, 1984
HAUL STUMPS + DEBRIS

11½ HRS. AT $35.00 —— $402.50

AMOUNT DUE – $402.50

RECEIVED
JUN 04 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

HEINTZ TRUCKING

Brito Forest Ave.
rtle Point, Ore. 97458
ne 572-2202

16765 Ellendale Rd.
Dallas, Ore. 97338
Phone 623-3817

ck No. 5 Date 10-3-84
ver's Time
ck Time 11½
of Loads
of Driver
of Foreman

RECEIVED
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATE OF OREGON

INTEROFFICE MEMO

TO: H. S. Coulter
STATE HIGHWAY ENGINEER

DATE: 4-17-85

29-1016

FROM: Ken
Ken E. Husby
REGION CONSTRUCTION ENGINEER

NOTED
H. S. COULTER

SUBJECT: Anderson Erosion Control
Otis Junction-Polk County Line (Boyer Hill) Section

RECEIVED
STATE HWY ENGR
APR 19 '85
REFER TO
FOR
Info | Inves | R/D | D/R | Sign

On April 8, 1985 at 2:00 p.m., we met with Russ Anderson of Anderson Erosion Control, a subcontractor on the subject project. Those who attended:

Bill Anhorn	OSHD
Ken Husby	OSHD
Cliff Lehman	OSHD
Don Berg	OSHD
Roy L. Houck III	Fabricators, Inc.
Russ Anderson	Anderson Erosion Control

Generally, the tone of the meeting was positive. Mr. Anderson has agreed to "hit the thin spots" as pre-measured and marked by the project manager. This will be accomplished when his company returns to the job site to treat the mandatory disposal area, and other areas which are not yet ready. The quantities of seed, fertilizer, and mulch to be used in the re-treatment will equal the amounts our records show as short in the original application. Consequently, the contractor should bear no additional expense.

Mr. Anderson also suggested several improvements to our specifications and inspection/remeasure procedures. We have revised our procedures to provide better pre-work information to the contractor. I will pass on his specs suggestion to the Specifications Unit for their consideration.

As you know, we have had frequent contact from Representative Larry Campbell's office regarding this situation. Contrary to their comments to your office, we had four lengthy telephone conversations with Anderson Erosion Control's Office Person, Linda, in our efforts to resolve the issue. I regret that Anderson took the political approach prior to meeting with us, but happily, we offered a fair compromise and he accepted.

KEH:lg

cc: Cliff Lehman
Construction

E: Save for Scott
cc Schwartz
4/19

81-125-1387

Contains Recycled Materials

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

March 7, 1985

In Reply Refer to
File No.:

Fabricators Inc.
2705 Lancaster Dr NE
Salem, Oregon 97305

Otis Jct.-Polk Co. Line
Salmon River Highway
Tillamook County
Contract No. 9736

Attn: Mike Houck

Seeding & Mulching

This letter is to confirm the verbal solution proffered by the State to Anderson Erosion Control (your subcontractor) to resolve the disagreement regarding pay quantity for the Bid Item "Roadside Seeding & Mulching".

If you and/or your sub-contractor will arrange to meet with us on the project we will indicate which areas need added seeding and mulching. The area involved is approximately two acres, the specific quantities of additional material needed to bring the total quantities used within compliance of our specifications is 72 lbs. seed, 1070 lbs. fertilizer, and 4100 lbs. of mulch. When our specifications have been met we can then pay for the total area seeded and mulched.

Please pursue this with your sub-contractor and keep us informed on the progress.

Respectfully,

C. V. Lehman, PLS
Project Manager

RECEIVED
STATE HWY ENGR
MAR 8 '85
REFER TO
FOR
Info Invest R/D O/R Sign Act File

cc: Larry Campbell, State Rep.
H.S. Coulter, State Hwy. Engr.
Ken Husby, Region Const. Engr.

Form 734-3122

CC 84-271

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

December 14, 1984

FILED
DEC 21 1984
NORMA PAULUS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:
CON 5
#9736

Burch Concrete & Supply Co.
PO Box 177
McMinnville, OR 97128

Attention: Steve Burch

Gentlemen or Ladies:

This will acknowledge your letter of November 21, 1984, concerning the following Highway Division contract. We will consider your letter as a Notice of Claim.

FILED BY:	Burch Concrete & Supply Co.
AMOUNT:	$3,671.49
AGAINST (Prime contractor)	Fabricators, Incorporated
CONTRACT NO.:	9736
PROJECT:	Otis Junction-Polk County Line (Boyer Hill) Section, Salmon River Highway, Tillamook County
SURETY:	Industrial Indemnity Company
AGENT:	Rollins Burdick Hunter of Oregon, Inc.

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
DEC 26 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
12-27-84 lgm

cc: Fabricators, Incorporated
2705 Lancaster Drive, NE
Salem, OR 97305

Industrial Indemnity Co.
421 SW Sixth Avenue
Portland, OR 97204

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter

731-0188

Telephone 472-2189

BURCH CONCRETE & SUPPLY CO.

READY-MIX CONCRETE

AIRPORT ROAD • POST OFFICE BOX 177
McMINNVILLE, OREGON 97128

November 21, 1984

Bob Gormsen
Rm. 121
Transportation Bldg.
Salem, OR 97310

Dear Mr. Gormsen:

This is in reference to our recent phone conversation of Nov. 19, concerning the Otis Jct.-Polk County Line, Boyer Hill Project, contract #9736.

We have an unpaid balance from the contractor, Fabricators, Inc., of $3671.49 of which most is over 90 days old.

We would appreciate any assistance you could give us in collecting the money owed to us.

Thank you.

Sincerely,

Steve Burch

Steve Burch
BURCH CONCRETE & SUPPLY CO.

SB/jw

RECEIVED
NOV 26 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 84-259

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

bc: ✓ Secretary of State -
Please acknowledge
receipt of the attached
claim on the enclosed
copy of this letter.

November 28, 1984

IN REPLY REFER TO
FILE NO.:
CON 5
#9736

NOV 30 1984

AGC-Operating Engineers Trust Funds
PO Box 4668
Portland, OR 97208

Attention: Barbara Winchester

Gentlemen or Ladies:

This will acknowledge a copy of your letter dated November 16, 1984, to Fabricators, Inc., concerning the following Highway Division contract.

In this letter you state you have received a check in the amount of $704.25 representing delinquent fringe benefits for the period through June 30, 1984, due from Zellner Excavating.

You also wish to file a claim on the following:

FILED BY:	AGC-Operating Engineers Trust Funds
AMOUNT:	$1,230.69
FOR:	Fringe benefits due from Zellner Excavating through September 21, 1984
AGAINST (Prime contractor)	Fabricators, Incorporated
SUBCONTRACTOR:	Zellner Excavating
CONTRACT NO.:	9736
PROJECT:	Otis Junction-Polk County Line (Boyer Hill) Section, Salmon River Highway, Tillamook County
SURETY:	Industrial Indemnity Company
AGENT:	Rollins Burdick Hunter of Oregon, Inc.

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when the claim has been paid.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
DEC 3 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
Dec 12, 1984

cc: Fabricators, Incorporated
Industrial Indemnity Company

731 0188

AGC-OPERATING
ENGINEERS
TRUST FUNDS
ADMINISTERED BY: ASSOCIATED ADMINISTRATORS, INC.
GARY HARRISON ADMINISTRATOR

CERTIFIED MAIL RRR#P 714 202 278

November 16, 1984

Fabricators, Inc.
2705 Lancaster Dr
Salem, OR 97305

Re: Project: OSHD #9736 - Otis Junction-Polk County Line, Boyer Hill Section, Salmon River Hwy, Tillamook County, Oregon
Prime: Fabricators, Inc.
Sub: Gary Zellner dba Zellner Excavating
Surety: Industrial Indemnity Co.
Bond No: YS-854-5459

Gentlemen:

Thank you for your check in the amount of $704.25 representing delinquent fringe benefits for the period through June 30, 1984 due from Zellner Excavating on the above project.

We understand that all operating engineers work has now been completed by Zellner Excavating. Attached is a breakdown of additional fringe benefits due from Zellner Excavating on this project through September 21, 1984.

We are hereby making claim against retainage and the bond in the amount of $1,230.69.

We would appreciate you verifying whether or not all operating engineers work has been completed by Zellner Excavating on this project.

Very truly yours,

OPERATING ENGINEERS TRUST FUNDS

RECEIVED
NOV 19 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Barbara J. Winchester
Delinquency Coordinator
BJW:dll
cc: Delinquency Committee
Secretary of State #714 202 279
Industrial Indemnity #714 202 280
Department of Trans. #714 202 281
Zellner Excavating
Enclosure

AGC · INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701
HEALTH & WELFARE FUND, PENSION TRUST FUND AND VACATION FUND

Employer Trustees
W. RAY ROGERS, *Chairman*
LLOYD BABLER, JR.
ARTHUR WEEKS
RICHARD T. ROBERTSON

Union Trustees
DEAN WEAR, *Secretary*
CHARLES MARLIN
CHARLES WALLING
FRANCIS WICKLANDER

I.U.O.E.
Local 701

AGC
Oregon-Columbia
Chapter

2929 N.W. 31st AVE. • SUITE B210 • PORTLAND, OR 97210 • (503) 223-3185 • MAIL ADDRESS: P.O. BOX 4668, PORTLAND, OR 97208

AGC-OPERATING ENGINEERS EMPLOYER TRUST FUNDS
SCHEDULE OF UNREPORTED HOURS AND DELINQUENT
AMOUNTS: Per certified payrolls through period
ending 9/21/84

Gary Zellner dba Zellner Excavating #99501

Project: OSHD #9736 - Otis Junction - Polk County
Line Boyer Hill Section, Salmon River
Hwy, Tillamook County, Oregon

		1984 August	1984 September	Total
Fraser, Jack 557-34-7485		65.5	8.0	73.5
Schott, R.C. 544-66-9062		84.5	76.5	161.0
Total Def. Hours:		150.0	84.5	234.5
Contributions				
Health & Welfare	@$2.03	$304.50	$171.54	$ 476.04
Pension	@ 1.47	220.50	124.22	344.72
Training	@ .10	15.00	8.45	23.45
CIAF	@ .07	10.50	5.92	16.42
Vacation	@ 1.00	150.00	84.50	234.50
Sub Total		$700.50	$394.63	$1,095.13
Liquidated Damages		74.00	43.87	117.87
*** Interest		13.80	3.89	17.69
Total		$788.30	$442.39	$1,230.69

**(Interest was computed at 12% per annum from date of delinquency to November 20, 1984).

RECEIVED
NOV 19 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 84-239

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 14, 1984

[illegible]
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:
CON 5
#9736

Stephen Waldroup Construction, Inc.
3796 SE Highway 101
Lincoln City, OR 97367

RECEIVED
NOV 19 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Gentlemen or Ladies:

This will acknowledge your letter dated November 8, 1984, filing a claim against the following Highway Division contract:

FILED BY:	Stephen Waldroup Construction, Inc.
AMOUNT:	$4,325.39
FOR:	Concrete pumping
AGAINST (Prime contractor)	Fabricators, Incorporated
SUBCONTRACTOR:	Alpine Construction
CONTRACT NO.:	9736
PROJECT:	Otis Junction-Polk County Line (Boyer Hill) Section, Salmon River Highway, Tillamook County
SURETY:	Industrial Indemnity Company
AGENT:	Rollins Burdick Hunter of Oregon

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

NOTED ON CARD
12-12-84 kjm

cc: Fabricators, Inc.
2705 Lancaster Dr., NE
Salem, OR 97305

Industrial Indemnity Co.
Attention: Bond Dept.
421 SW 6th
Portland, OR 97204

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

November 2, 1984

Mr. Robert Gormsen
Transportation Building, Room 121
Salem, Oregon 97310

Regarding: Contract No. 9736
Project Bond Y5854-5459
Industrial Indemnity Co.
421 S. W. 6th
Portland, Oregon 97204
General Contractor- Fabricators, Inc.
Sub-Contractor- Alpine Concrete

Dear Mr. Gormsen:

Per our telephone conversation on October 31, 1984, concerning the above, Stephen Waldroup Construction, Inc. would appreciate your help in seeking funds owed to same by Alpine Construction for concrete pumping done at the Van Duzer Corridor job - Contract No. 9736.

Currently we are carrying a total balance due Stephen Waldroup Construction, Inc. of $4,325.39, of which NO payments have been made. The first concrete pump job was on May 14, 1984 and the last work was done August 9, 1984.

Your help in obtaining these past due funds for Stephen Waldroup Construction, Inc. would be greatly appreciated. If any additional information is needed please feel free to call our offices and talk to Stephen Waldroup or myself. Thank you.

Sincerely,

Nancy I. Philips
Bookkeeper,

Stephen Waldroup
President

cc: Alpine Concrete
Fabricators, Inc.
Industrial Indemnity Co.

RECEIVED
NOV 5 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 84-224

FILED
OCT 29 1984
NORMA PAULUS
SECRETARY OF STATE

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 25, 1984

IN REPLY REFER TO
FILE NO.:
CON 5
#9736

Mrs. Diane Martin
M. B. Excavation
11848 Duck Inn Road
Gervais, OR 97026

Dear Mrs. Martin:

This will acknowledge your letter of October 17, 1984, with attached invoice, filing a claim against the following Highway Division contract:

FILED BY:	M. B. Excavation
AMOUNT:	$2,177.50 plus interest
FOR:	Equipment rental
AGAINST (Prime contractor)	Fabricators, Incorporated
SUBCONTRACTOR:	Zellner Excavation
CONTRACT NO.:	9736
PROJECT:	Otis Junction-Polk County Line (Boyer Hill) Section, Salmon River Highway, Tillamook County.
SURETY:	Industrial Indemnity Company
AGENT:	Rollins Burdick Hunter of Oregon, Inc.

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

cc: Fabricators, Incorporated
2705 Lancaster Drive, N. E.
Salem, OR 97305

Industrial Indemnity Company
Bond Department
421 S.W. Sixth Avenue
Portland, OR 97204

RECEIVED
OCT [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
11-28-84 Kjm

731-0186

Oct. 17, 1984

Mr. Gormsen:

My husband, Kim M. Martin was hired by Gary Zellner of Zellner Excavation to work in the Van Duzer Corridor. The agreeded price was $15^{00} an hour for rental on my husbands J.D. 350, plus labor. The labor amount has been satisfied. However, after numerous phone calls to Mr. Lamby at Fabricators Inc. we have received no money for rent on the dozer.

I have enclosed a copy of our bill for work done from Aug. 8, 1984 through Sept. 6, 1984.

Zillner Excavation (Gary Zellner) was hired as a foreman and Sub-contractor by Fabricators Inc. The contract number is 9736. Mr Lambys phone # is 585-5950. Mr. Zellners phone # is 792-3652 if you can ever get him.

Any help you can give us in this matter would be greatly appreciated.

Sincerely
Diane Martin
11848 Duck Inn Rd.
Gervais, Ore. 97026
phone 792-4259

RECEIVED
OCT 19 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

M.B. Excavation
11848 Duck Inn Rd.
Gervais, OR. 97026

STATEMENT

RECEIVED
OCT 19 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

DATE 9/7/1984

TO Zellner Excavation
ADDRESS Fabricators Inc. 2705 Lancaster Dr.
CITY Salem STATE Oregon ZIP 97305

Job # 9736	
Rental for J.D. 350	
@ $15.00	
138½ hours	2077.50
move in fee	100.00
Total Due	2177.50

Total Due upon presentation

1½% interest per month

copy for Highway Dept.
10-17-84

REDIFORM ® 8S 882

9736

1

FABRICATORS INCORPORATED
EQUIPMENT SALES, RENTAL AND REPAIR
2705 LANCASTER DRIVE N.E. • SALEM, OREGON 97303 • PHONE (503) 363-2479

October 12, 1984

RECEIVED
STATE HWY ENGR
OCT 16 '84
REFER TO Fredrickson
FOR

Info	Inve	R/D	D/R	Sign	Act	File
✓					✓	

cy 10/23

If approp.

Mr. Cliff Lehman, Project Manager
Oregon State Highway Department
P.O. Box 14030
Salem, OR 97310

Re: Directed Suspension of Work
Otis Jct. - Polk County Line (Boyer Hill)
Oregon State Highway Dept. #9736

cy- Hal Versteg

Dear Cliff:

This will acknowledge your instructions of October 9, 1984, to suspend all operations on this project other than those necessary to adequately take care of traffic during the winter months.

I find it almost amusing that after we have written to you and verbalized our concern over the myriad adjustments on this job involving quantities of excavation, embankment, CTB, traffic sequencing, pavement removal, alignments, and grades, that the impact of all these changes finally became apparent at this late date. The contractor has not been allowed during the 1984 season to act based on the plans of this job but has been forced to react to the changes in the plans as they became apparent. (Many of these changes, deemed by the Engineer as "inconsequential" occured in September after the grading was substantially completed.) One could read into this suspension of work that the suspension was not caused by weather, but is merely a "time-buying device" used by the state at this time in order to reevaluate the problems they have created by the changes they have instigated throughout this year.

The contractor has been denied sequential prosecution of this project and the state must accept, per sections 109.04 and 109.05, the responsibility of the changes, both in time and additional money that the contractor has expended and must continue to expend to complete the project.

We will proceed with the winterization of this project as per directions. We would call your attention to the hazardous

FABRICATORS INCORPORATED
EQUIPMENT SALES, RENTAL AND REPAIR
2705 LANCASTER DRIVE N.E. • SALEM, OREGON 97303 • PHONE (503) 363-2479

conditions that exist on this project if left in the "proposed" condition. Since the state has suspended work on this project, we feel that it will have to assume responsibility for this condition as well as temporary protection and direction of traffic during the shut down.

It is unfortunate, Cliff, that protocol dictates that a letter of this nature must be addressed to the Project Manager. It should have been more properly addressed to include the personnel in the Highway Department that allowed such a poor set of plans and specifications necessitating all the changes made by the Project Manager to go out for bid. I would be remiss, however, if I didn't chide you for the vague and often incorrect information we received as far as the nature and degree of changes.

Sincerely,

Roy L. Houck, Jr.
President

RLH:slk

cc Litchfield, OSHD
Frederickson, OSHD
Schwartz, OSHD
Seifer, Attorney

CL 84-127

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. Claim filed directly by AGC-Operating Engineers Trust Funds.

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

August 8, 1984

IN REPLY REFER TO FILE NO.:
CON 5
#9736

FILED
AUG 11 1984
NORMA PAULUS
SECRETARY OF STATE

AGC-Operating Engineers Trust Funds
PO Box 4668
Portland, OR 97208

Attention: Barbara J. Winchester
Delinquency Coordinator

Gentlemen or Ladies:

This will acknowledge a copy of your letter dated July 24, 1984, to Fabricators, Inc., filing a claim against the following contract:

FILED BY:	AGC-Operating Engineers Trust Funds
AMOUNT:	$704.25
FOR:	Payment of fringe benefits
AGAINST (Prime contractor)	Fabricators, Incorporated
SUBCONTRACTOR:	Gary Zellner dba Zellner Excavating
CONTRACT NO.:	9736
PROJECT:	Otis Junction-Polk County Line (Boyer Hill) Section, Salmon River Highway, Tillamook County
SURETY:	Industrial Indemnity Company
AGENT:	Rollins Burdick Hunter of Oregon

We will advise the surety and the prime contractor of the receipt of this claim. We note that you have forwarded it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GO[illegible]
Robert W. [illegible]sen
COMMISSION SERVICES

8-16-84

RECEIVED

cc: Fabricators, Incorporated
Industrial Indemnity Company

731-0188

AGC-OPERATING
ENGINEERS
TRUST FUNDS
ADMINISTERED BY: ASSOCIATED ADMINISTRATORS, INC.
GARY HARRISON, ADMINISTRATOR

CERTIFIED MAIL RRR#P 336 011 965
July 24, 1984

Fabricators,Inc.
2705 Lancaster Dr NE
Salem,OR 97305

Re: Project: OSHD #9736-Otis Junction-Polk County Line, Boyer
Hill Section, Salmon River Hwy, Tillamook County,Oregon
Prime: Fabricators,Inc.
Sub: Gary Zellner dba Zellner Excavating
Surety: Industrial Indemnity Co.
Bond No: YS-854-5459

Gentlemen:

On July 12, 1984 we notified you that Gary Zellner dba Zellner Excavating is delinquent in payment of fringe benefits to the AGC-Operating Engineers Local 701 Trust Funds for hours worked on the above project.

We have reviewed the certified payrolls through the period ending June 30, 1984. Attached is a schedule of delinquent hours and amount due through June 30, 1984.

We are hereby making claim against retainage and the bond in the amount of $704.25. This claim is subject to revision if additional hours are worked after June 30, 1984.

Copy of this Notice Of Claim have been sent to State of Oregon Secretary of State, State of Oregon Department of Transportation, Industrial Indemnity Co. and Gary Zellner dba Zellner Excavating.

We would appreciate hearing from you regarding this claim.

Very truly yours,

OPERATING ENGINEERS TRUST FUNDS

RECEIVED
JUL 25 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Barbara J. Winchester
Delinquency Coordinator
BJW:dll
Enclosure
cc: Delinquency Committee
Secretary of State#336 011 966
Industrial Indemnity Co.# 336 011 967
~~Department of Transportation~~#336 011 968
Zellner Excavating #336 011 969

I.U.O.E.
Local 701

AGC - INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701
HEALTH & WELFARE FUND, PENSION TRUST FUND AND VACATION FUND

Employer Trustees
W. RAY ROGERS, Chairman
LLOYD BABLER, JR.
A. J. CASTELBOUNO
RICHARD T. ROBERTSON

Union Trustees
DEAN WEAR, Secretary
CHARLES MARLIN
CHARLES WALLING
FRANCIS WICKLANDER

AGC
Oregon-Columbia
Chapter

AGC-OPERATING ENGINEERS EMPLOYER TRUST FUNDS
SCHEDULE OF UNREPORTED HOURS AND DELINQUENT
AMOUNT: Per certified payrolls through period
ending 6/30/84 only

Gary Zellner dba Zellner Excavating #99501

Project: OSHD #9736-Otis Junction-Polk County
Line Boyer Hill Section, Salmon River
Hwy, Tillamook County, Oregon

RECEIVED
JUL 25 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

1984

	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Total
Fraser, Jack 557- 7485					37.0	30.5							67.5
Schott, R.C. 544-66-9062						32.0							32.0
Beattie, Raymond 540-54-5398						31.5							31.5
Cantonwine, Robert 540-72-1721						4.0							4.0
Total Def Hours:					37.0	98.0							135.0

Contributions

		May	Jun.	Total
Health & Welfare	@ $2.03	$ 75.11	$198.94	$274.05
Pension	@ 1.47	54.39	144.06	198.45
Training	@ .10	3.70	9.80	13.50
CAIF	@ .07	2.59	6.86	9.45
Vacation	@ 1.00	37.00	98.00	135.00
Sub Total		$172.79	$457.66	630.45
Liquidated Damages		22.02	50.08	72.10
*Interest		1.70	---	1.70
TOTAL		$196.51	$507.74	$704.25

**(Interest was computed at 12% per annum from date of delinquency to July 20, 1984).

1

AGC-OPERATING ENGINEERS TRUST FUNDS
ADMINISTERED BY: ASSOCIATED ADMINISTRATORS, INC.
GARY HARRISON, ADMINISTRATOR

CERTIFIED MAIL RRR#P 336 011 617

July 12, 1984

Fabricators, Inc.
2705 Lancaster Dr
Salem,OR 97305

Re: Project - OSHD # 9736 - Otis Junction - Polk County
Line, Boyer Hill Section,
Salem River Hwy, Tillamook County
Prime - Fabricators, Inc.
Sub - Zellner Excavating
Surity - Industrial Indemnity Co.
Bond No.- YS 854-5459

Gentlemen:

This is to advise you that Gary Zellner Excavating is delinquent in payment of fringe benefits to the AGC-Operating Engineers Local 701 Trust Funds for hours worked on the above project.

Please be advised that we are hereby making claim against the retainage and bond on the above project.

After we have reviewed the certified payrolls, we will notify you of the amount due.

We would appreciate being advised when Zellner Excavating has completed their work on this project.

Very truly yours,

OPERATING ENGINEERS TRUST FUNDS

Barbara J. Winchester
Delinquency Coordinator
BJW:dll

cc: Zellner Excavating # 336 011 618
Industrial Indemnity Co # 336 011 619
Department of Transportation # 336 011 763 ✓
Secretary of State # 336 011 764

RECEIVED
COMMISSION VICES
DEPARTMENT OF T ATION

7/24/84

AGC - INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701
HEALTH & WELFARE FUND, PENSION TRUST FUND AND VACATION FUND

Employer Trustees
W. RAY ROGERS, *Chairman*
LLOYD BABLER, JR.
A. J. CASTELBOUNO
RICHARD T. ROBERTSON

Union Trustees
DEAN WEAR, *Secretary*
CHARLES MARLIN
CHARLES WALLING
FRANCIS WICKLANDER

I.U.O.E.
Local 701

AGC
Oregon-Columbia
Chapter

1208 S.W. 13th AVE. • SUITE B210 • PORTLAND, OR 97205 • (503) 223-3185 • MAILING ADDRESS: P.O. BOX 4668, PORTLAND, OR 97208

July 2, 1984

Fabricators, Incorporated
2705 Lancaster Drive, N.E.
Salem, OR 97305

CON

Contract Claim
Otis Junction-Polk County Line (Boyer Hill) Section
Contract No. 9736

A review of the claim submitted by you on installation of a 30-inch culvert pipe at Station 505+00 has been completed. I have reviewed the recommendations regarding this claim from the Claims Review Board.

I have concluded that the contract documents are clear as to the method of installation and method of payment for jacking the subject pipe. However, subsection 603.84 of the Standard Specifications could have been deleted for this installation to clarify the intent. This did not relieve you of the responsibility of seeking clarification during the bidding period of apparent conflicts in the bidding documents. Your bid does indicate you anticipated additional payment.

For these reasons, I have concluded that the responsibility for this claim be shared equally between you and the State. I am offering the sum of $2,175 as full and complete compensation and settlement of this claim.

My decision in this matter is the final informal review process available to you. If you do not agree with this determination, your recourse is through the courts.

H. S. Coulter, P.E.
State Highway Engineer

bc R. N. Bothman
W. E. Schwartz
E. S. Hunter
R. L. Schroeder
J. B. Boyd
J. L. Sollis
O. B. Jackmond
Ted Litchfield
Cliff Lehman
Steve Macnab

RNB:SHM:ja:sl:lks

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
CON 4-6

TO: H. S. Coulter
State Highway Engineer

DATE: June 29, 1984

FROM: Robert N. Bothman
Assistant State Highway Engineer

SUBJECT: Contract Claim
Otis Jct.-Polk County Line (Boyer Hill) Section
Contract No. 9736

The Claims Review Board has reviewed a claim submitted by Fabricators, Inc. for payment on the subject project in conjunction with the installation of a 30-inch culvert pipe at Station 505+00. The claim requests payment under two bid items: $3,500 under Bid Item No. 27, "Trench Excavation" and $850 under Bid Item No. 48, "Extra for Pipe Under Pavement". The total amount claimed is $4,350.

Representing Fabricators, Inc. were Roy Houck, Jr., President and Michael Houck, Project Superintendent. The Highway Division was represented by Ted Litchfield, Region Construction Engineer, Cliff Lehman, Project Manager, and Bryant Jackmond, Contract Administration Engineer.

Board members present were Robert Schroeder, Bruce Boyd, myself and Steve Macnab, Secretary.

Findings

The Standard Specifications under 603.32 - Installation in Paved Areas - give the contractor three methods of installing culvert pipe at his option: (1) open excavation method; (2) tunneling; or (3) pipe-jacking method. The plans assume the open trench method and indicate a pay quantity for pipe, trench excavation and extra for pipe under pavement as applicable.

The Standard Specifications under 603.84 state that "The pay quantity for the item "Extra for Pipe Under Pavement" shall be the number of lineal feet of pipe, regardless of size or type of pipe or method of installation, which is installed under paved areas as specified". It further states that, "when the pipe installation is by the tunneling method or the pipe-jacking method, the pay quantity of excavation will be the same as though the installation were made by the open excavation method. . ."

The special provisions and plans for this project require the 30-inch culvert pipe to be jacked, thus removing the options otherwise permitted by the Standard Specifications. Sheet 5A of the plans under Item 14 requires (a) "Inst. 30" Culv. Pipe - 168'" and (b) "Jack 30" Culv. Pipe - 168'". No indication of pay quantities for trench excavation or extra for pipe under pavement is shown.

The special provisions under 603.91 state "No separate measurement or payment will be made for jacking of 30-inch culvert pipe on this project, it being understood that payment therefor will be included in the payment for the contract item 30-inch Culvert Pipe".

Thus, the project special provisions and plans, as they relate to the installation and payment of the 30-inch culvert pipe, require that it be installed by the pipe-jacking method and the cost of jacking be included in the unit cost for the pay item "30-inch Culvert Pipe".

The Bid Schedule, consistant with the jacking requirement, did not include a quantity for trench excavation or extra for pipe under pavement for this particular installation. However, subsection 603.84 of the Standard Specifications relating to payment for these two items was not deleted by Special Provision.

Fabricators, Inc. bid $40 for 30-inch culvert pipe, $17 for extra for pipe under pavement, and $7 for trench excavation. The second low bidder bid $100, $7, and $6.50. The third low bidder bid $87, $10, and $6.

Conclusions

The Board considers the project plans and special provisions to be clear in their requirements for installation and payment of the 30-inch culvert pipe at Station 505+00.

The Board concludes that there was confusion in the mind of Fabricators, Inc. over whether payment would be made under the items "Trench Excavation" and "Extra for Pipe Under Pavement" as stated in 603.84, due in part to a technicality. The State could have deleted subsection 603.84 in the special provisions for additional clarification.

Decision

It is the decision of the Board that the claim by Fabricators, Inc. be approved in part. The liability for this claim should be shared equally by Fabricator's Inc. and the State.

The contractor was responsible for obtaining clarification of what may have appeared to be ambiguous or conflicting information in the bidding documents.

The State was responsible for providing reasonably clear specifications. Although, in the Board's opinion, the specifications were clear, deletion of subsection 603.84 would have clarified the State's intent.

Therefore, Fabricator's, Inc. should be offered $2,175 as full and complete settlement for the subject claim.

Based on the Board's findings, conclusions and decision on this claim, I have prepared a reply to Fabricator's Inc. for your consideration.

cc J. B. Boyd
R. L. Schroeder
J. L. Sollis
Steve Macnab

9736

HIGHWAY DIVISION - DEPARTMENT OF TRANSPORTATION LOC 3

FILES December 19, 1983

H. S. Coulter
State Highway Engineer

Footpaths and Bicycle Trails
November 17, 1983 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids were opened November 17, 1983 on the following projects:

1. Otis Junction-Polk County Line (Boyer Hill)
   Salmon River Highway, Tillamook County

   Grading, Paving and Structure.

   Twelve-foot lanes with six-foot shoulder bike lanes are being constructed on this project.

2. Columbia River Bridge-Umatilla River
   McNary Highway, Umatilla County

   Grading, Paving and Structure.

   Multi-lane with ten-foot shoulders available for bicycle and pedestrian traffic.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established . . . where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

HSC:RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

December 2, 1983

Fabricators, Incorporated
2705 Lancaster Dr., N.E.
Salem, OR 97305

CON 5
#9736

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

> Contract No. 9736 for work on the Otis Junction-Polk County Line (Boyer Hill) Section of the Salmon River Highway in Tillamook County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

Encl.

cc: Industrial Indemnity Company
Attn: Bond Department
421 S.W. 6th Avenue
Portland, OR 97204

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
C. O. Fredrickson (contract signature
Cliff Lehman pages attached)

FABRICATORS INCORPORATED

2705 LANCASTER DRIVE N.E. • SALEM, OREGON 97303 • PHONE (503) 363-2479

November 23, 1983

Oregon State Highway Division
Transportation Bldg.
Salem, OR 97310

Gentlemen:

F9736

Fabricators, Incorporated intends to subcontract to DBE/MBE/WBE Companies on the Otis Jct. - Polk County Line (Boyer Hill) section. The items of work we will subcontract on this project are:

ITEM	DESCRIPTION	QUANTITY	CONTRACT PRICE	AMOUNT
10	Flagging	1000 hrs.	$13.00	$13,000.00
11	Pilot Car	200 hrs.	25.00	5,000.00

We will subcontract these items to a WBE Enterprise, PAM Construction, Inc., 650 Candalaria Blvd., Salem.

ITEM	DESCRIPTION	QUANTITY	CONTRACT PRICE	AMOUNT
38	Concrete in Retaining Wall	188cy	$190.00	$35,720.00
39	Reinforcement in Retaining Wall	10,600 lb	.75	7,950.00
40	Concrete Retaining Wall	L.S.		30,000.00

We will subcontract these items to a WBE Enterprise, Alpine Concrete, P.O. Box 595, Hood River, OR. These items amount to 5.8 % of the anticipated contract value.

ITEM	DESCRIPTION	QUANTITY	CONTRACT PRICE	AMOUNT
5	Temp. Continuous Rail Barrier	100 lf	4.00	400.00
6	Temp. Concrete Barrier	550 lf	13.00	7,150.00
56	Guardrail Type 2A	5640 lf	8.00	43,104.00
57	Guardrail Anchors Type 1	9 ea	250.00	2,250.00
58	Guardrail Anchors, Type 1 (Modified)	3 ea	200.00	600.00
59	Rail End Pieces, Type C	11 ea	80.00	880.00
62	Concrete Barrier	850 lf	18.00	15,300.00
63	Temp. Concrete Barrier	300 lf	20.00	6,000.00
67	Delineators, Type 2	60 ea	18.00	1,080.00

68	Delineators, Type 4	35 ea	11.00	385.00
69	Single Mailbox Supports	1 ea	100.00	100.00

We will subcontract these items to a MBE Enterprise, Hopsing Construction Co., P.O. Box 12734, Salem, OR. These items amount to 5.2 % of the anticipated contract value.

We are pursuing additional DBE/MBE/WBE Enterprises, and if satisfactory subcontractors or suppliers can be obtained for this project, we will so inform you of our sucess in reaching an even higher goal on this particular project.

Very truly yours,

Jim Lambie

Jim Lambie,
Fabricators, Incorporated

RECEIVED
NOV 23 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc- Kay Turner

rll

U. S. DEPARTMENT OF TRANSPORTA
FEDERAL HIGHWAY ADMINISTRA

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-HES-23(8)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Tillamook

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10016

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 10/26/83

8. FEDERAL ROUTE NUMBER Primary 23

9. STATE ROUTE NUMBER Primary 39

10. GENERAL LOCATION:
Otis Junction - Polk County Line (Boyer Hill) Section

11. GENERAL DESCRIPTION OF WORK
Grade, drain, high type pavement and retaining walls

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Anticipated items as shown in your "PS&E" Estimate dated 10/20/83.

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate as being cost effective.

Mr. Potter's 10/24/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $2,204,944, regular Federal-aid matching ratio in amount of $1,957,993 and increased Federal share (P.L. 97-424 Section 145) appropriation code 14M $77,497 and appropriation code 01L $169,454.

A signed copy of the Title Sheet is returned herewith.

Orig to 11/1

RECEIVED
STATE HWY ENGR
OCT 31 '83
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

14. DATE 10/26/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hasson

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

PROJEC PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#

REGION 2

SECTION Otis Jct. - Polk County Line (Boyer Hill Unit)
~~Otis Jct. - Tillamook County Line~~

AUTHORIZATION NO. 4

PREFIX 29-1979

DATE 9-16-82

SURVEY AUTHORITY

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$	$ 46,000	915 AUDITS	$	$	933 SURFACE DESIGN	$	$ 2,000
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		1,000
903 LOCAL GOVERNMENT			918 LOCATION		5,500	935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		200
905 FINAL DESIGN		12,000	920 PROGRAM MANAGEMENT		200	937 HYDRAULICS		
906 BRIDGE DESIGN			921 SPECIFICA-TIONS		3,300	938 REGION ENVIRONMENT		300
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES		100	949 URBAN STUDIES		
908 RIGHT-OF-WAY DESCRIPTION		4,500	923 ENVIRONMENTAL SECTION		500	950 TRAINING		1,000
910 REGION GEOLOGIST		9,500	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION		500	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON		1,000	927 FREE BRIDGE DESIGN					
914 REGION UTIL-ITY LIAISON		600	932 RAILROAD & UTILITIES		300			

TOTALS	$ 88,500	$ 88,500
PREVIOUS AUTHORIZATION		$ 71,600
ADD. AUTH. REQUIRED		$ 16,900

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER
F-23(4) 8-30-82

LOCATION ENGINEER'S REMARKS

Additional increase for this prefix due to preliminary engineering necessary to extend this this project to include work to be constructed by Title II funds. (Title II project approved by Hwy Engr 6-24-82)

Work on this Federal-Aid project is also being performed under prefix 21-1905.

cy Watson

1

2

3 ad

7

4

PREPARED BY P. Lewellyn, Cost & Records Spec.	DATE 9-16-82	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE 9/29/82
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH SERVICES X	DATE 9-27-82
RECOMMENDED, LOCATION ENGINEER X Frank E. Pespin	DATE 9/24/82	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE	

734-1914 (7-82)

2

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO

Date: September 13, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
D. E. SWAN

From: D.E. Swan
Project Unit Engineer

Subject: Project Data Submission
Item No. 10016
Project No. F-HES-23(8)
Otis Jct.-Polk Co. Line (Boyer Hill) Sec.
Salmon River
Tillamook County

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for this project on October 27, 1983 and request Federal-Aid participation of 100 percent for reimbursement claims paid on or before September 30, 1984 in accordance with Public Law 97-424, Section 145.

DRH:bkb
Attachments
cc: C.O. Fredrickson (Region 2)
General Files

Form 734-3122

97-6 39 N

STATE OF OREGON

HIGHWAY DIVISION - LOCATION UNIT

INTEROFFICE MEMO

LOC 3

TO: L. E. George
Traffic Engineer

DATE: September 2, 1983

FROM: John Grassman
Bicycle Program Coordinator

SUBJECT: Otis Jct.-Polk Co. Line (Boyer Hill) Sec.
Salmon River Highway
Tillamook County

1 Versteeg ✓
Anderson
2 Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
SEP 07 1983
ROAD DESIGN SECTION

Do Not File
Return to
Bring Up
Action

The subject 1.5-mile improvement lies on a popular bicycle touring route which provides coastal access for bikers from the northern Willamette Valled region. Because of this significant use by bicyclists, the proposed six-foot shoulders should be isgned and striped as bike lanes.

JG:ge

cc J. H. Versteeg
C. O. Fredrickson

REFERRED TO

Watson
Mann
Cole 2
Stoudenmeyer
Eriksen
King
1 Beard WKB
Bedford
Leu
Return Discuss Do File
Due
By FINAL DESIGN ENGINEER

[illegible]

81-123-1387

Contains Recycled Materials

34

ROAD DESIGN SECTION 378-6558

ROW 3:1

August 11, 1983

J. B. Boyd, Manager
Right of Way Section

J. H. Versteeg
Road Design Engineer

File 7084 (P-318)
Otis Jct.-Polk County Line
(Boyer Hill) Section
Salmon River Highway
Tillamook County

Attached is an additional description and right of way prints covering additional right of way required for the subject project.

In as much as this description involves a transfer of ownership between operating Divisions of the Department of Transportation (Parks to Highway) we utilized a prior file on this property (7084) as opposed to setting up a new file number.

By: JBS
J. B. Sevey
R/W Descriptions Coordinator

JBS:rlr
Attachments

2[illegible]-1979

STATE OF OREGON
Highway Division - Region 2

INTEROFFICE MEMO
378-2626

39
misc

TO: Don Adams
FINAL DESIGN ENGINEER

DATE: ~~April 15, 1983~~

FROM: Gerald W. Wimer Gerald W. Wimer
REGION 2 CONSTRUCTION ENGINEER

SUBJECT: Boyer Monument
East Unit
Otis Jct.-Polk Co. Line
Salmon River Highway

7

1 Versteeg ✓
2 Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
APR 18 1983
ROAD DESIGN SECTION

Do Not File ☐
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Bring Up
Action

On the easterly side at Station 454 is a monument commemorating the Boyer family and extinct toll gate. In the right of way negotiations, we have been requested to recognize the monument.

This location is not ideal; however, Region Traffic Operations Supervisor Don Wagner conducted a field investigation of the site and concludes that by shortening the guardrail to the south by one panel and paving the turn out area, reasonable recognition can be made of the monument.

Please include the paving of this turn out on the plans. If you have insufficient data in your office to do this, please advise and we will furnish whatever additional information is needed.

GW/rgb

cc: Virgil Wilson
Cliff Lehman

REFERRED TO
Watson
Mann
Cole
Stoudenmeyer
Eriksen
King
Beard
Dorn
Leu
Return Discuss Do File Due
By FINAL DESIGN ENGINEER

[illegible]

5-2-83
We will [illegible] turn out
for monument as [illegible]
in memo [illegible] in hand
[illegible].

81-125-1387

Contains Recycled Materials

9736 37 1

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO

DES 16

TO: MEMO TO THE FILE

DATE: April 29, 1983

FROM: D. Stoudenmeyer
Donald N. Stoudenmeyer
Preliminary Design Supervisor

SUBJECT: Otis Junction-Polk County Line
Salmon River Highway
Tillamook County

1 Versteeg ✓
Anderson A
2 Adams A
Macnab
Stoudenmeyer
Terpin
Trent
Wakerlig

RECEIVED
MAY 02 1983
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

A plans-in-hand review on the subject project was held April 26, 1983 in the Region II office. The following attended:

Don Stoudenmeyer	Final Design
Pete Fidler	Region II Location
Ed Johnsen	Location
Chuck Pietrok	Construction
Cliff Lehman	"
Bill Kappus	FHWA
Duane Christensen	Construction
Bill Fretwell	Region II
John Hillingsworth	Parks
Al Tocchini	"
Jerry Wimer	Region II Construction Engineer
Norm Henry	Final Design
Ted Litchfield	Region II Maintenance
John Gunter	DMS, District 4

Re

Region requested the disposal area be made mandatory. This will be revised and a letter to FHWA requesting this has been sent. Specials to specify disposal to be handled off of highway proper.

✓ On Sheet 2, the AC paving behind the curb has been eliminated. Region wants bituminous treated base thickness to be 3 inches maximum. Region wants leveling to be done early and staging to show 2 inches of AC on CTB for traffic hndling.

On Sheet 2A, bench section to show slope of 0.04'/ft. to contain water above slopes. Gravel drain material is to be crushed. Specials are to limit time of use of abrupt pavement edge detail.

On Sheet 2B, add 8-inch drain to ditch lining. Locate a guide post at the base of pipe installation to make locating easier and extend the pipe tee 10 feet from toe of fill. Call for a galvanized bolt to lock clean-out grate.

Looks good
A

On Sheet 2B-2, Region wants Type "D" inlets used in place of the 18-inch pipes with special grates in both the upper and lower locations.

On Sheet 2B-3, Region questioned Section A-A as not operational and they will request a revision of this standard.

On Sheet 3, the school bus turn-around at the old Boyer Station east of the project was discussed and it was decided to leave it as it exists today.

The proposed guardrail at Station 454 will be flared to meet the existing Boyer monument, creating a turn-out.

The access at Station 461 will be moved slightly south to miss an existing power pole.

On Sheet 4, the heavy monument declaring the Van Duzer Forest Corridor at Station 486+50 will be removed by the climbing lane construction. We would prefer to not relocate it but rather eliminate it as a hazard and will check on any problem in doing this.

The drainage at the west end of the project was discussed and Region wants to include the next project with this one if they can get it into us soon enough. This would revise the drainage and eliminate the problems involved. We will revise the plans if the data is obtained soon enough.

Region wants the concrete barrier at the west end of the job extended so it can be buried in the cut slope.

Region requested that Specs include a statement that the contractor is to maintain existing signing.

DNS:ja

cc Participants
Steve Macnab

39 N

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: MEMO TO THE FILE

DATE: April 15, 1983

DNStoudenmeyer

FROM: D.N. Stoudenmeyer
Preliminary Design Supervisor

SUBJECT: Otis Jct.-Polk County Line
Salmon River Highway
Tillamook County

1 Versteeg ✓
Anderson
2 Adams
3 Macnab Am
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
APR 18 1983
ROAD DESIGN SECTION

Do Not File ☐
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Bring Up / /
Action

A plans-in-hand review on the subject project is planned for April 26, 1983 at 8:30 a.m. in the Region 2 office. Revised preliminary plans and traffic control specs have been mailed to those receiving this notice. These plans should be brought to the meeting. We will provide a few extra copies at the meeting.

We will discuss the possible school bus turn-around at the old Boyer store on which Region is to make a recommendation.

There is a power pole at station 461± which should be checked at the site for any conflicts with a proposed road approach.

cc: Gerald Wimer
Ed Johnson
Ray Wilson
Bill Kappus -(Please provide transportation @ 8:15 in front of Transportation Building)
Bill Bergstedt
D.O. Christensen
Norm Henry
D.N. Stoudenmeyer

DNS:kg

9136

29-1979

39 Mis

STATE OF OREGON
Highway Division - Region 2

INTEROFFICE MEMO
378-2626

TO: Don Adams
FINAL DESIGN ENGINEER

DATE: January 24, 1983

FROM: Gerald W. Wimer Gerald Wimer
REGION 2 CONSTRUCTION ENGINEER

1 ✓
2 A
3 A

7

24

SUBJECT: School Bus Turn Around
Boyer Hill Unit
Otis Jct.-Polk Co. Line
Salmon River Highway

In his attached January 19 letter and its attachments, Region Location Supervisor Don Thurston recommends cooperating with the Willamina School District to provide a school bus turn around in front of the old Boyer store opposite Station 440+50. The necessity for a school bus turn around was brought to our attention by Right of Way Agent Roger Hansen in his attached December 17 letter.

This proposal will require a small amount of additional right of way, slab removal, and aggregate base, at a total estimated cost of $2,100.

Unless you know of some objection with incorporating this safety feature, please have the plans, right of way line, and description modified accordingly.

GW/rgb
attch.

cc: Don Thurston

Stoudenmeyer
P/2 review & advise

1/27 Discussed with Wimer.
He will review
1. off-job
2. Safety - backing of bus
3. Policy.
A.

4-27-83
Region rec. not to
include bus turn around
in plans
RLG

81-125-1387

File 29-1979

STATE OF OREGON **INTEROFFICE MEMO**

TO: Gerald Wimer
Region Construction Engineer

DATE: January 19, 1983

FROM: Don Thurston
Region Location Supervisor

Don Thurston

SUBJECT: School Bus Turn Around
Otis Jct - Polk Co Line (Boyer Unit)
Salmon River Highway
Tillamook County
Prefix 29-1979

REGION 2 ENGINEER
RECEIVED
RLE RPE
[✓ RE] [✓ RCE] [✓ RME] RTE ROE
ULE GEO RSO ENV RFE

35' Long
43' Radius

The Willamina School District has requested we determine the possibility of providing a school bus turn around on the above project. The turn around used now at the remodeled Boyer Store (Sta 453 Lt) does not allow enough room because of recent additions. The bus has to cross the fast downhill lane entering and then back into the fast lane leaving. The driver has refused to use this turn around, and OSHA has supported the bus driver's concern for safety at this location.

It is mutually proposed by this Office, Marion Holm, Transportation Co-ordinator, and George Robbins, School Superintendent for Willamina School District, that we use the area in front of the old Boyer Store (Sta 440+50). This area has ample room and is on the outside of a curve with sight distance of 700 to 800 feet each direction and has gravel surface. This location used regularly in the past is now being used. The turning around is done by backing. This movement puts the rear of the bus 10 to 15 feet outside of the existing 40 foot R/W. To accommodate this, it is suggested that we continue easterly to Sta 439 the proposed 75 foot R/W line with access control from Sta 441. The concrete

81-125-1387

Contains Recycled Materials

slab and gas pump slab (probably buried gas tanks) left from the destroyed Boyer Store should be removed.

Mrs Milton, who lives at the present Boyer Store, has objected to her children walking the 1/4 mile to the old Boyer Store turn around. The existing highway has a 4 foot shoulder, the proposed construction will have 6 foot. There is 600 to 1000 foot sight distance in this area. State law allows the districts to require students to walk up to 3 miles (depending on grade) to school or bus pickup locations. This can be appealed on an individual basis to the school boards. Safety would be a consideration.

The cost including concrete slab removal, aggregate base, contract percentage and right of way is $2,100.

PF:sr

cc: File

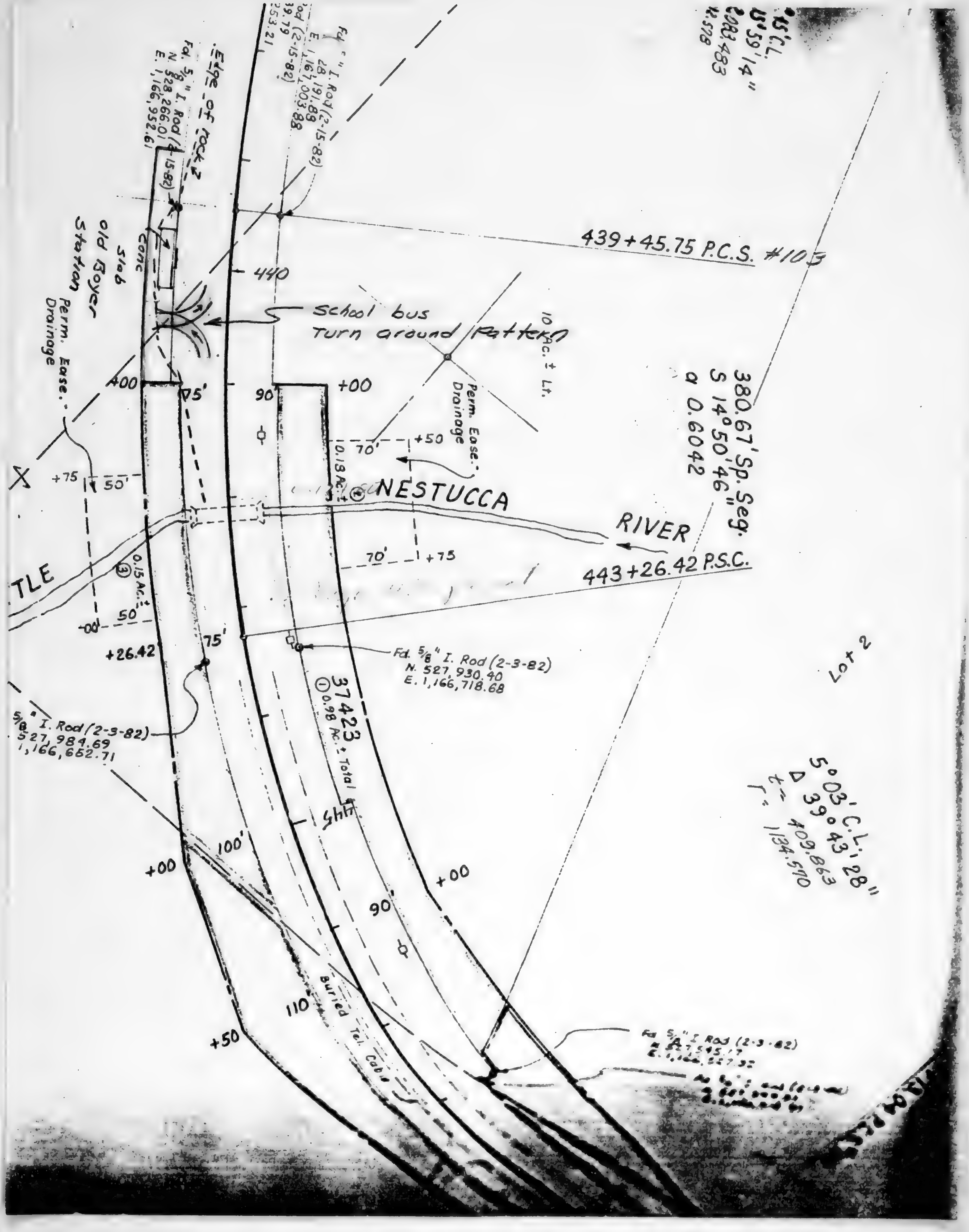
OREGON STATE HIGHWAY DIVISION
SUMMARY--BID SCHEDULE-COST ESTIMATE

Sheet ______ of ______
Date ______

Section *Boyer Hill* County ______

Kind of Work *School Bus Turn around* Length ______ Name ______

No.	Item	Code	Unit	Quantity	Unit Cost	Total
	Mob, TP&DT 8+3=11%					150
	Rem of Struc & Obs					1000
	Agg Shld Material		TON	30	10	300
	E&C 20%					290
						1740
	R/W 0.11 AC @ 3000					330
						2070 Say 2100



Fd. " I. Rod (2-15-82)
28,191.89
E. 1,167,003.88
od (2-15-82)
39.79
253.21
Edge of rock
Fd. 5/8" I. Rod (2-15-82)
N. 528,266.01
E. 1,166,952.61
Conc
Slab
Old Boyer
Station
Perm. Ease.
Drainage
School bus
Turn around Pattern
440
439+45.75 P.C.S. #103
10 Ac.± Lt.
Perm. Ease.
Drainage
400
75'
90
+00
+50
70'
10.18 Ac.±
+75
50'
NESTUCCA
RIVER
TLE
② 0.15 Ac.±
70'
+75
443+26.42 P.S.C.
-00
50'
+26.42
75'
Fd. 5/8" I. Rod (2-3-82)
N. 527,930.40
E. 1,166,718.68
37423
① 0.98 Ac.± Total
5/8" I. Rod (2-3-82)
527,984.69
1,166,662.71
445
100'
+00
+00
90
110'
Buried Tel. Cable
+50
Fd. 5/8" I. Rod (2-3-82)
N. 527,595.17
E. 1,166,557.32
380.67' Sp. Seg.
S 14°50'46"
a 0.6042
5°03' C.L.
Δ 39°43'28"
t = 409.863
r = 1134.570
Lot 2
'15' C.L.
13°59'14"
2083.483
4.578

File: Boyer Hill Unit

STATE OF OREGON

INTEROFFICE MEMO

TO: Gerry Wimer
Region Construction Engineer

DATE: December 17, 1982

FROM: Roger Hansen
Right of Way Agent

SUBJECT: POSSIBLE SCHOOL BUS TURNAROUND
at approximate Mile Post 14
Salmon River Highway

I received a call from Marion Holm, Transportation Coordinator for the Willamina School District, who indicated that there was a need for a school bus turnaround in the vicinity of M.P. 14 of the Salmon River Highway. Apparently, school busses had previously turned around in front of the small antique store located near the beginning of the east end of the project; however, because of recent construction on the building, they were no longer able to accomplish the turnaround.

Mrs. Holm inquired as to whether or not it might be possible to incorporate construction of a turnaround area into the upcoming Boyer Hill Section of the Otis Junction-Polk County Line project. I informed Mrs. Holm that I would pass her request on to your office. She indicated that she could be reached by phone at 876-3054.

RH:ke

cc Don Thurston - Please investigate
G Wimer

REGION 2 ENGINEER
RECEIVED
DEC 17 1982
☐ FILE ☐ H&S
☐ RE ☐ RCE ☐ RMS ☐ RTE ☐ ROA
☐ ULE ☐ GEO ☐ PSO ☐ ENV ☐ RFS

12-21-82

said she could turn around @ old Boyer service sta. (did years ago) sta. 440 Rt but supt was concerned for children walking along Shld from Antique store (sta. 451 Lt) to this location. I said new section to have 6' shld. Told her it would be more costly to buy R/W @ Antique store

REGION LOCATION SUPERVISOR
RECEIVED
DEC 17 1982
☐ SUPV. ☐ ASS'T ☐ O.M. ☐ CREW

Both agreed safer @ old Boyer service station. I asked they discuss & we will call back in Jan

Pete

81-125-1287

Contains Recycled Materials

9736

PROJECT PROSPECTUS
PART 4 - SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#	39
REGION	2
SECTION	Otis Jct - Polk Co Line (Boyer Unit)
	Salmon River Highway #39
AUTHORIZATION NO.	#5
PREFIX	29-1979
DATE	11-3-82

SURVEY AUTHORITY

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER		60,000	915 AUDITS	$	$	933 SURFACE DESIGN	$	$ 2,000
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		3,000
903 LOCAL GOVERNMENT			918 LOCATION		6,500	935 SOILS		1,000
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		200
905 FINAL DESIGN		21,000	920 PROGRAM MANAGEMENT		200	937 HYDRAULICS		500
906 BRIDGE DESIGN		2,500	921 SPECIFICATIONS		3,300	938 REGION ENVIRONMENT		300
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES		100	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION		7,000	923 ENVIRONMENTAL SECTION		500	950 TRAINING		2,000
910 REGION GEOLOGIST		28,000	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION		500	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON		1,000	927 FREE BRIDGE DESIGN					
914 REGION UTILITY LIAISON		500	932 RAILROAD & UTILITIES		300			
						TOTALS	$140,400	$ 140,400
RIGHT-OF-WAY PREFIX						PREVIOUS AUTHORIZATION		$ 88,500
FEDERAL AID PROJECT NUMBER	F-23(4)					ADD. AUTH. REQUIRED		$ 51,900

LOCATION ENGINEER'S REMARKS

Prepare plans, specifications and cost estimate for passing lane and safety project.

Prefix 21-1905 also covered under same Fed. Aid program.

1 Versteeg ✓
Anderson
2 Adams
3 [illegible]
Sullivan
Tarpin
4 [illegible]
[illegible]

Rudy Watson

RECEIVED
13 [illegible]
ROAD DESIGN SECTION
Done
Return
[illegible]
Action

Bring Up

PREPARED BY	DATE 11-3-82	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE 1/6/83
RECOMMENDED, REGION ENGINEER X	DATE 11-4-82	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE 1/5/83
RECOMMENDED, LOCATION ENGINEER X George C. Wells	DATE 1/4/83	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE 1-27-81 8-30-82 12-28-82	

734-1914 (7-82)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-23(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Tillamook

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10016

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 10/29/82

8. FEDERAL ROUTE NUMBER Primary 23

9. STATE ROUTE NUMBER Primary 39

10. GENERAL LOCATION:
East Unit Otis Junction - Polk County Line

11. GENERAL DESCRIPTION OF WORK
Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☒ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's letter of 10/13/82 you are now authorized to proceed with the actual acquisition of files 8132 (P-410), 37421, 37422 and 37423 as shown on R/W map 9B-21-8 at a TEC of $50,000 Federal Funds $44,075.

Federal participation is limited to that Right of Way actually incorporated in the final location of the subject project.

RECEIVED
STATE HWY ENGR
NOV 2 '82
REFER TO Moehring
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE 10/29/82

15. SIGNATURE OF APPROVING OFFICIAL G K Hissner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

Date: October 13, 1982 PRO 6-2

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Project Data Submission
Item No. 10016
Project No. F-23(6)
E. Unit, Otis Jct.-Polk County Line Section
Tillamook County

Enclosed is data consisting of PR-1 forms, project maps, right-of-way map 9B-21-8 and a relocation plan for the subject project.

I request the following:

1) Approval of the relocation plan.
2) Authorization to proceed with the actual acquisition of right-of-way all phases at an estimated total cost of $50,000 with an obligation of $44,075 in Federal funds. The right-of-way to be acquired is as outlined in red on the enclosed right-of-way map.

Relocation assistance consists of the moving of personal property from a nonoperating business, therefore, assurances regarding the availability of replacement housing is not required. Relocation assistance will be provided from the Region 2 Right-of-Way Office in Salem.

A copy of the State Clearinghouse A-95 review conclusions was previously forwarded.

CL:bks
Enc.

cc: J. Boyd
F. Lowe
General Files

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

Date: October 13, 1982 PRO 6-2

To: Executive Department
Federal-Aid Coordination Unit

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Federal-Aid Funding Application

In compliance with step 7 of Procedure 13-020-02 of Executive Memorandum 02-270-20, we are submitting one copy of the completed application for Federal-Aid funding of the following:

Item No.	Project No.	Section Name & PNRS No.
10016	F-23(6)	E. Unit, Otis Jct.-Polk Co. Line PNRS #8011-2-1250

CL:bks
Enc.

cc: Dale E. Wilken, FHWA
General Files

Form 734-3122

Tillamook

PROJECT PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#

SECTION Otis Jct. - Polk County Line (Widow Creek Unit)
~~Otis Jct. - Tillamook County Line~~

REGION 2

AUTHORIZATION NO. 5

PREFIX 21-1905

DATE 9-16-82

SURVEY AUTHORITY

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$ 55,000	$ 55,000	915 AUDITS	$	$	933 SURFACE DESIGN	$ 1,000	$ 1,000
902 CITIZEN'S INVOLVEMENT	1,000	1,000	916 PHOTOGRAMMETRY			934 GEOLOGY	2,500	2,500
903 LOCAL GOVERNMENT			918 LOCATION	1,500	1,500	935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC	500	500
905 FINAL DESIGN	13,000	0	920 PROGRAM MANAGEMENT	200	200	937 HYDRAULICS		
906 BRIDGE DESIGN	4,000	1,000	921 SPECIFICATIONS	3,000	0	938 REGION ENVIRONMENT	500	500
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES	100	0	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION	2,000	0	923 ENVIRONMENTAL SECTION	12,000	12,000	950 TRAINING	500	500
910 REGION GEOLOGIST	6,200	6,000	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION	500	500	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON	1,000	1,000	927 FREE BRIDGE DESIGN					
914 REGION UTILITY LIAISON	400	400	932 RAILROAD & UTILITIES					
						TOTALS	$ 104,900	$ 83,600

PREVIOUS AUTHORIZATION	$ 66,600
ADD. AUTH. REQUIRED	$ 17,000

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER
F-23(4) 8-30-82

LOCATION ENGINEER'S REMARKS
Work on this Federal-Aid Project is also being performed under prefix 29-1979

Work approved through Design Approval only.

Watson

RECEIVED

1 ✓
2
3
4

PREPARED BY P. Lewellyn, Cost & Records Spec.	DATE 9-16-82	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE 9/29/82
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE 9-27-82
RECOMMENDED, LOCATION ENGINEER X Frank E. Pespin	DATE 9/24/82	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE	

2

734-1914 (7-82)

3

ROAD DESIGN SECTION 378-6558

ROW 3:1

J. B. Boyd, Manager
Right of Way Section

September 1, 1982

J. H. Versteeg
Road Design Engineer

Files 37421, 37422, 37423 & 8132 (P-410)
Otis Jct.-Polk County Line
(Boyer Hill) Section
Salmon River Highway
Tillamook County

RECEIVED
SEP 3 1982
ROAD DESIGN
SECTION

Verstoeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

Do Not File
Return To
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Action

Attached are descriptions (4 files), a revison request and prints for the subject project which is scheduled for the fiscal second quarter of 1984.

In as much one description involves a transfer of ownership between operating Divisions of the Department of Transportation (Parks to Highway) we utilized a prior file on this property (8132) as opposed to setting up a new file number.

By: R

Robert R. Rounds
R/W Descriptions Coordinator

RRR:rlr
Attachments

7136

ROAD DESIGN SECTION 378-6558

DES 16

Lenn Wallace
Assistant Bridge Engineer

August 13, 1982

DNS
Don Stoudenmeyer
Design Supervisor

Otis Jct.-Polk Co. Line
(East Unit) Section
Salmon River Highway
Tillamook County

Anderson
Adams
Olson
Sullivan
Terpin
Trom
Wakefield

RECEIVED
AUG 16 1982
ROAD DESIGN
SECTION

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Action

A retaining wall and R. C. Box Culvert will require design on the subject project. For location see attached sheets.

Please contact Norm Henry for required data.

DNS:rlr
Attachments

3

STATE OF OREGON

HIGHWAY DIVISION - LOCATION UNIT

INTEROFFICE MEMO

LOC 11
#39

TO: Gerald W. Wimer
Region II Construction Engineer

DATE: August 6, 1982

FROM: Frank E. Terpin
Location Engineer F.E.T.

SUBJECT: Otis Junction-Polk Co. Line (E. Unit)
Boyer Hill
Salmon River Highway
Tillamook County

1 Versteeg ✓
Anderson
2 Adams
Olson
Sullivan
Terpin
Trout
Wakerlic

RECEIVED
AUG 9 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

It has been brought to our attention by the Final Design Unit that your request of April 15, 1982 has not been considered.

The "6-foot shoulder" on this project is for the most part provided to accommodate bicycle traffic and is proposed to replace a four-foot shoulder which is ordinarily provided on passing and climbing lanes. As your letter noted, the "E" distance is not ordinarily applied to four-foot or six-foot shoulders. The offset between the edge of the shoulder and face of the guard rail is established as a safety measure to allow opening the car door on a stalled vehicle on the side away from the through traffic lane.

Current estimate of cost for the subject project is $3.1 million which is substantially in excess of the Six-Year Program amount of $2.75 million; therefore, we are directing our efforts toward elimination of lower priority design features which may not make major contribution to the original project scope. The adjacent segments to this two-part project are being examined for shoulder widening and paving to provide a width of four feet. This improvement should provide better service to both the motor vehicle operator and the bicyclist.

Faced with the reality of the funding situation and the foreseeable minimum upgrading on adjacent section of the highway, it appears unlikely that features without compeling need could be approved for inclusion with the project; therefore, the project has been transmitted to the Final Design Unit with the recommendation that we delete the "E" distance as a feature of this project.

REFERRED TO
Beard [✓ Stoudenmeyer]
Cole [illegible]
Erickson Watson
[illegible] Dorn Leu
Return Discuss Do File Due
BY FINAL DESIGN ENGINEER

FET:GCW:ge

cc J. H. Versteeg w/attachment

29-1979

STATE OF OREGON

INTEROFFICE MEMO

DATE: April 15, 1982

TO: Frank Terpin
LOCATION ENGINEER

FROM: G. W. Wimer Harold Wimer
REGION CONSTRUCTION ENGINEER

SUBJECT: Otis Jct. - Polk Co. Line (E. Unit)
Boyer Hill
Salmon River Highway
Tillamook County

The subject project was submitted with a 2-foot "E" distance at guardrail locations. Although the "E" distance is not normally used with 6-foot shoulders, we hereby request that it be included on this project for the following reasons:

a) The 0.6 mile length of guardrail run does not provide adequate room for disabled vehicles. Traffic is very heavy at times in this section.

b) The project as submitted has an earthwork balance based on the 2-foot "E" distance.

c) The additional width provides room for snow removal (this is the summit of the Coast Range).

Providing a continuous 8-foot shoulder would not be adaptable because:

a) Additional width beyond that agreed upon with Parks would be needed in the Van Duzer portion.

b) It would increase the cost.

c) The construction alignment at the east end of the project is based on a 6-foot shoulder.

Please approve this recommendation and incorporate it with our previous submittal on this project. If the project data has left your office, please forward this recommendation.

DT/GWW/cal

RECEIVED
APR 16 1982
LOCATION SECTION

[illegible]

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
PRO 6

TO: H. S. Coulter
State Highway Engineer

DATE: June 18, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Proposed Title II Hazard Elimination Project
Salmon River Highway No. 39 - M.P. 13.2-M.P. 13.7

A project has been requested to extend an existing Federal Aid Primary Project on the Salmon River Highway by using Hazard Elimination Program funds to improve a curve at the end of the existing project. Construction will be by contract with State Forces performing all phases of engineering.

In summary:

Jurisdiction	Project Name	Total Cost	Federal Funds	State Funds
State	Otis Jct-Polk Co. Line (East Unit) Salmon River Highway Tillamook County	$500,000	$450,000	$50,000

The project has been investigated and is eligible for funding under the Title II, Hazard Elimination Program. We recommend your approval and request that you authorize this project under delegated authority.

George

L. E. GEORGE - TRAFFIC ENGINEER

RHB:np
Att.

6/25 orig to Lonnie
cy George
files

NOTED
L. E. GEORGE

RECEIVED
STATE HWY ENGR
JUN 24 '82
REFER TO
FOR

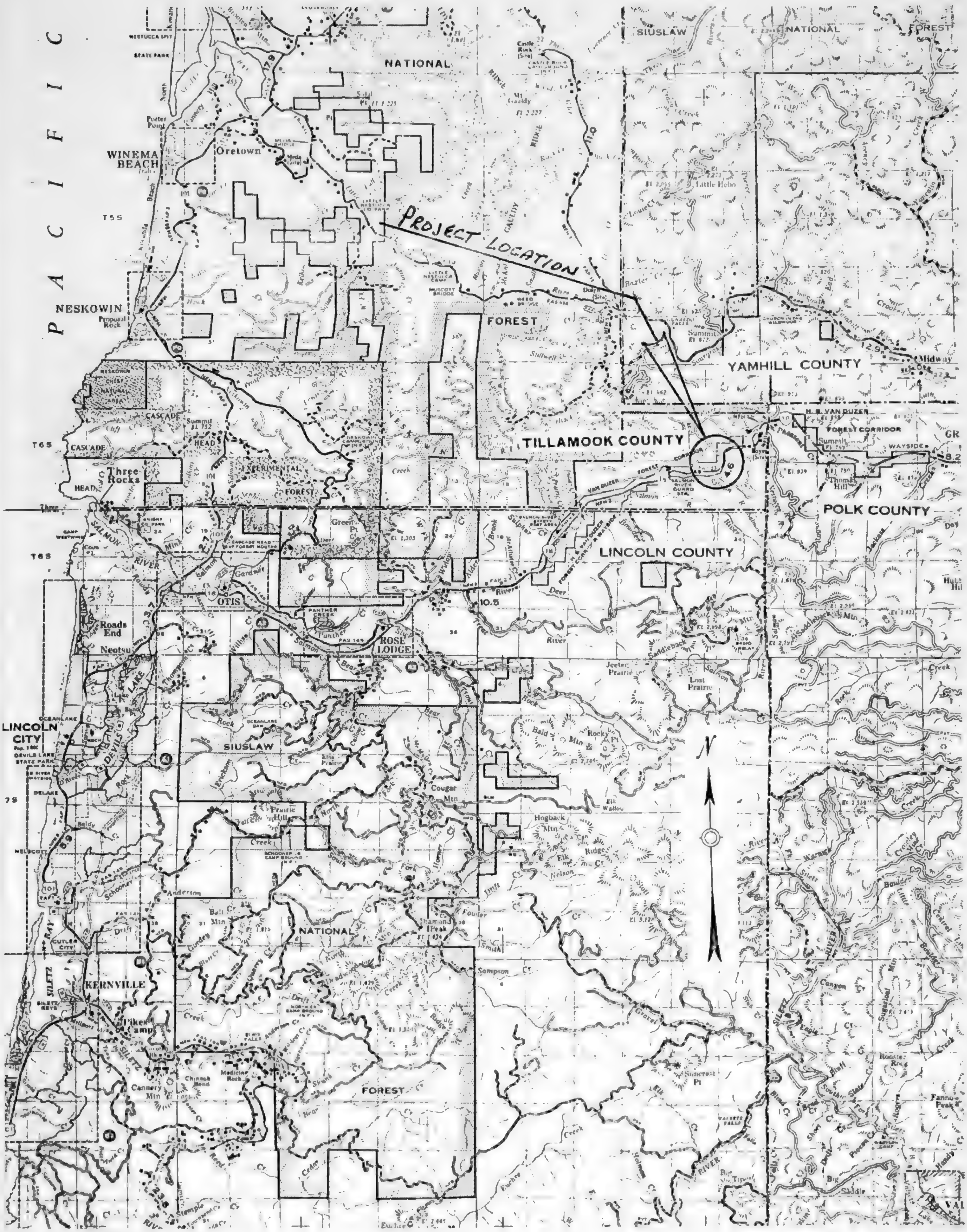
Info	Inves	R/D	D/R	Sign	Act	File

APPROVED:

H S Coulter
State Highway Engineer

6-29-82
Date

RECEIVED
JUN 25 1982
TRAFFIC ENGINEERING


PACIFIC
PROJECT LOCATION
NATIONAL
SIUSLAW
NATIONAL
FOREST
WINEMA BEACH
Oretown
NESKOWIN
Proposal Rock
CASCADE HEAD
EXPERIMENTAL FOREST
Three Rocks
FOREST
TILLAMOOK COUNTY
YAMHILL COUNTY
POLK COUNTY
LINCOLN COUNTY
H. B. VAN DUZER FOREST CORRIDOR
WAYSIDE
Midway
Little Hebo
Summit
VAN DUZER FOREST CORRIDOR
SALMON RIVER
OTIS
ROSE LODGE
Roads End
Neotsu
LINCOLN CITY
DEVILS LAKE STATE PARK
DELAKE
SIUSLAW
Prairie Hill
Cougar Mtn
Bald Mtn
Rocky Pt
Jeeter Prairie
Lost Prairie
Hogback Mtn
NATIONAL
Diamond Peak
Bell Mtn
CUTLER CITY
KERNVILLE
Pikes Camp
Cannery Mtn
Chinook Bend
Medicine Rock
FOREST
Suncrest Pt
Fanno Peak
N
4.6
10.5
12.9
8.2
11.0
17.9
101
18
T 5 S
T 6 S
T 7 S

1730 37

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Otis Jct. - Tillamook Co. Line (Boyer Unit)

HIGHWAY NAME: Salmon River

HIGHWAY NUMBER: 39

REGION 2	ADMINISTRATIVE DISTRICT 4	COUNTY Tillamook	CITY

LENGTH: 1.2
MILEPOST NUMBER: 13.4 TO 14.6
☒ RURAL ☐ URBAN

LOCAL GOVERNMENT PROJECT? ☐ YES ☒ NO
IF YES, UNIT OF GOVERNMENT

TYPE OF FUNDS: ☐ FAI ☒ FAP ☐ FAS ☐ STATE ☐ FAUS ☐ OTHER

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☒ GRADING ☒ PAVING ☐ STRUCTURE ☐ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Construct westbound passing lane from the Little Nestucca River over the Salmon River Summit (Boyer Hill). Estimate will consider widening both sides or some combination of both sides. There is an existing slide condition on the right side of the west end. The existing fill height is roughtly 50 feet through this section.

Efforts should be made to preserve any large trees.

1 Versteeg ✓
Anderson
2 Adams
3 Olson
Sullivan
Terpin
Trout
4 Wakerlig

RECEIVED
DEC 21 1981
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring
Action

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 1980 - 5000

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME):

LEVEL OF SERVICE		A	B	C	D	E	F
	EXISTING	☐	☐	☐	☐	☐	☐
	PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH): 55
DESIGN STANDARDS: AASHTO
TRAFFIC ANALYSIS: ☐ LIGHT ☒ MEDIUM ☐ HEAVY

APPROVED
Frank E. Terpin
Location Engineer
Date 12/17/81

FORM 734-1730 (12-78) Page 1

3 - FEATURES	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	2 - 12-foot	3 - 12-foot
SHOULDERS	2 - 2 foot - 4 foot (var)	2 - 6-foot
MEDIANS		—— ——
PARKING LANES		—— ——
SIDEWALKS		—— ——
BIKEWAYS		shoulder bikeway
INTERCHANGES		—— ——
OTHER:		—— ——

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☒	☐	☐
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☒	☐	☐
River ________	☐	☒	☐
Stream ________	☐	☒	☐
Storm Sewer	☒	☐	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☒	☐	☐
Simple Acquisition	☒	☐	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☐	☒
Conditional Use State Parks	☐	☐	☒
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☐	☒
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☐	☒
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☐	☒

3 - FEATURES (cont.)

	YES	NO	MAYBE		YES	NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐	Hydraulics Study	☐	☒	☐
Environmental Assessment	☒	☐	☐	Soils Investigation	☒	☐	☐
Statewide Assessment	☐	☒	☐	Airport Clearance	☐	☒	☐
Negative Declaration	☐	☐	☒	Economic Analysis	☐	☒	☐
Environmental Impact Statement	☐	☐	☒	Requires Field Survey	☒	☐	☐
4-F Statement	☐	☐	☒	Old Survey Available	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐	Requires Vicinity Map	☐	☒	☐
Public Hearing ____________	☐	☒	☐	Requires Photogrammetry	☐	☒	☐
Borrow Source	☐	☒	☐	Requires Reconnaissance Survey	☐	☒	☐
Material Source	☐	☒	☐	Reconnaissance Available	☐	☒	☐
Utilities	☐	☒	☐	Design Review	☒	☐	☐

Type ______________________________

4 - WORK ITEMS

	TO BE PERFORMED BY		
	APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☒	☐
RIGHT–OF–WAY	☐	☒	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

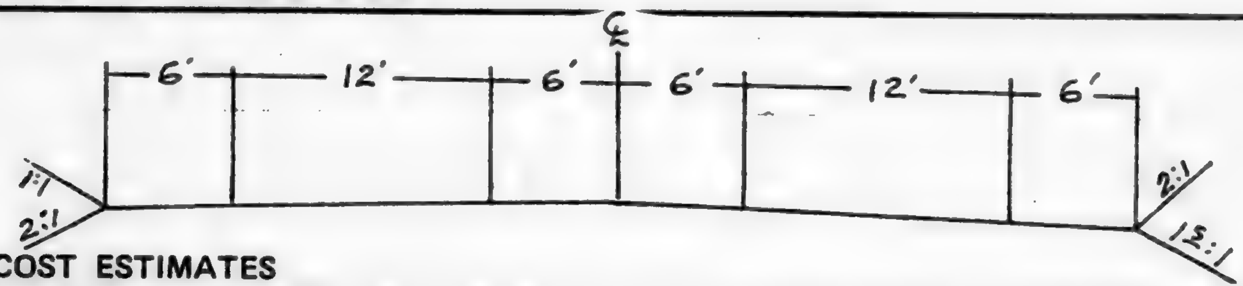
	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	—
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	—
CORRIDOR APPROVAL	( )	—
FIELD SURVEY	(2)	4
PRELIMINARY DESIGN	( )	—
DESIGN APPROVAL/FINAL EIS	( )	—
RIGHT-OF-WAY DESCRIPTIONS	( )	1
RIGHT-OF-WAY ACQUISITION	(6)	—
P.S. & E. DOCUMENTS	( )	5

RECOMMENDED CONSTRUCTION DATE	Fisc. 2nd Qtr- '83	
	(Region)	(Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING
A/C	4"	4"
Base - CTB	10"	

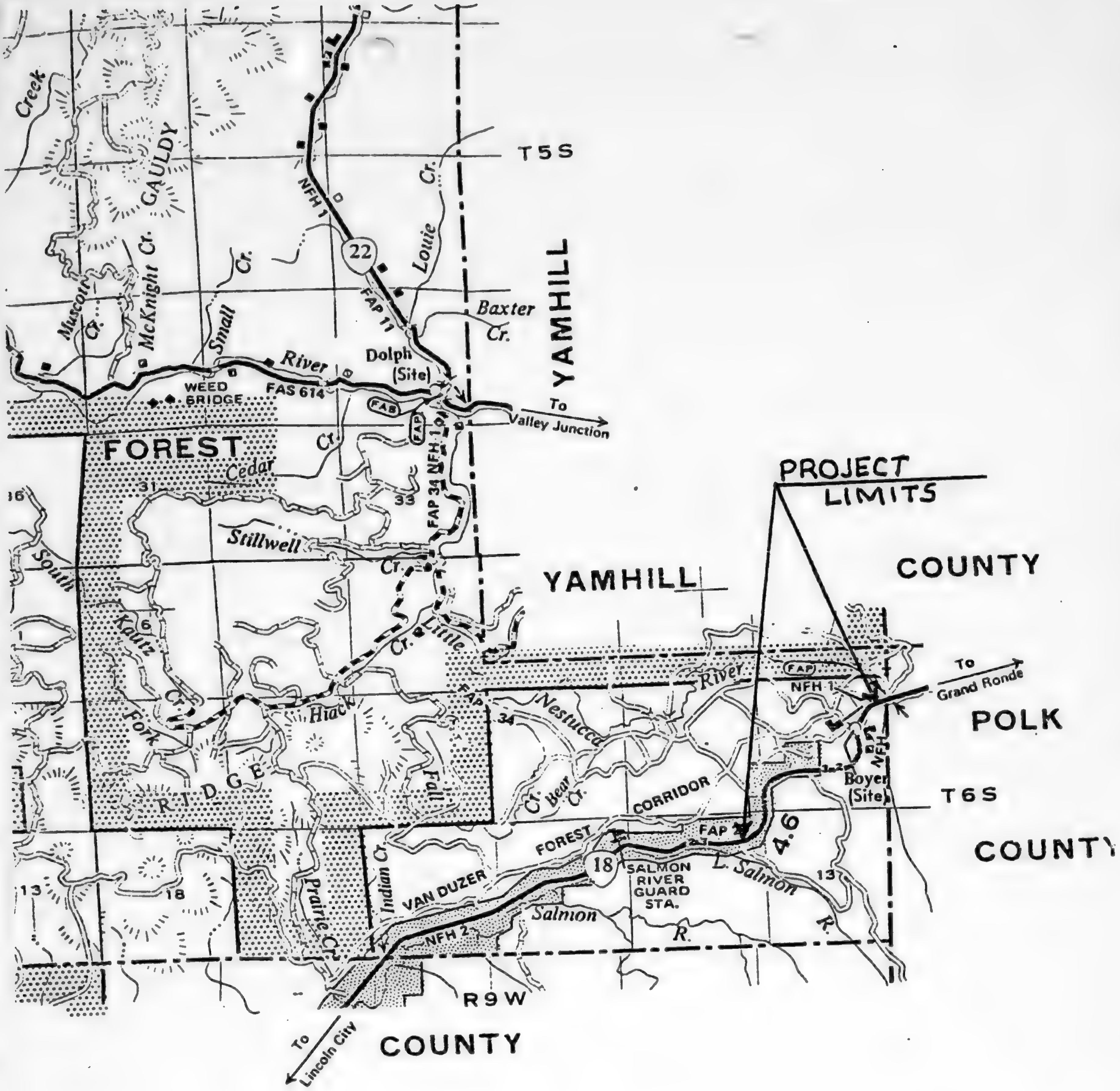
7 - TYPICAL SECTION AND LOCATION



8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING		16,900
RIGHT OF WAY 6 acres at $2500	$15,000	15 000
TRAFFIC CONTROL		85.000
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		1,600,000
OTHER		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	$1,700,000	1,716,900

SUBMITTED BY


PROJECT LIMITS
YAMHILL
YAMHILL
COUNTY
POLK
COUNTY
COUNTY
T5S
T6S
R9W
FOREST
RIDGE
GAULDY
Creek
Muscott Cr.
McKnight Cr.
Small Cr.
Louie Cr.
Baxter Cr.
River
Dolph (Site)
WEED BRIDGE
FAS 614
FAS
FAP
NFH 1
22
FAP 11
FAP 34 NFH 1
To Valley Junction
Cedar Cr.
Stillwell Cr.
South Fork
Kautz Cr.
Little Cr.
Hiack
Nestucca River
Bear Cr.
Fall
Indian Cr.
Prairie Cr.
To Grand Ronde
Boyer (Site)
NFH
CORRIDOR
FOREST
VAN DUZER
18
SALMON RIVER GUARD STA.
L. Salmon R.
Salmon R.
NFH 2
4.6
To Lincoln City
31
33
6
13
18
13
16

Boyer Hill
Salmon River Highway
Tillamook County

Trout
39

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Otis Junction - Tillamook County Line

HIGHWAY NAME: Salmon River

HIGHWAY NUMBER: 39

REGION 2	ADMINISTRATIVE DISTRICT 4	COUNTY Lincoln	CITY
LENGTH 7.7	MILEPOST NUMBER 0.1 TO 7.8	☒ RURAL	☐ URBAN

LOCAL GOVERNMENT PROJECT? ☐ YES ☒ NO

IF YES, UNIT OF GOVERNMENT

TYPE OF FUNDS: ☐ FAI ☒ FAP ☐ FAS ☐ STATE ☐ FAUS ☐ OTHER

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☒ GRADING ☒ PAVING ☐ STRUCTURE ☐ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

The westerly end of the project is the easterly end of the existing Otis Junction Interchange, mile point 0.1. The westerly end is approximately 0.7 miles westerly from the Van Duzer Corridor boundary, mile point 7.8. The length of the project is 7.7 miles.

The purpose of the survey is to develop passing lanes at selected locations in the described section of highway. Tentative locations would be on the west and east ends where minimum 4-lane sections could be constructed at a moderate cost. The programmed amount is $1,600,000.

1 Versteeg ✓
Anderson
2 Chr...
3
Sullivan
Tarpin
T...
4 Wakeling

RECEIVED
SEP 12 1980
ROAD DESIGN SECTION

Do not File ☐
Return To
Filing No. /
Action

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 1978- 6300-5100

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME):

LEVEL OF SERVICE		A	B	C	D	E	F
	EXISTING	☐	☐	☐	☐	☐	☐
	PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH)

DESIGN STANDARDS: AASHTO

TRAFFIC ANALYSIS: ☐ LIGHT ☒ MEDIUM ☐ HEAVY

APPROVED
Location Engineer
Date 9/3/80

FORM 734-1730 (12-78) Page 1

3 · FEATURES

	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	2 - (12')	4 - (12')
SHOULDERS	2 - (2'-4') var	2 - (6')
MEDIANS		— — —
PARKING LANES		— — —
SIDEWALKS		— — —
BIKEWAYS		Shoulder Bikeway
INTERCHANGES		— — —
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☒	☐	☐
Illumination	☐	☒	☐
Structures Box culverts	☒	☐	☐
Stage Construction	☒	☐	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☒	☐	☐
River ______	☐	☒	☐
Stream ______	☐	☒	☐
Storm Sewer	☒	☐	☐
Sanitary Sewer	☐	☐	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

[illegible]

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☐	☒
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☐	☒
Dept. of Geology & Min. Ind.	☐	☐	☒
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☐	☒

3 - FEATURES (cont.)

	YES	NO	MAYBE		YES	NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐	Hydraulics Study	☒	☐	☐
Environmental Assessment	☒	☐	☐	Soils Investigation	☒	☐	☐
Statewide Assessment	☐	☒	☐	Airport Clearance	☐	☒	☐
Negative Declaration	☐	☐	☒	Economic Analysis	☐	☒	☐
Environmental Impact Statement	☐	☒	☐	Requires Field Survey	☒	☐	☐
4-F Statement	☐	☐	☒	Old Survey Available	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐	Requires Vicinity Map	☐	☐	☒
Public Hearing ______	☐	☒	☐	Requires Photogrammetry	☐	☒	☐
Borrow Source	☐	☒	☐	Requires Reconnaissance Survey	☐	☒	☐
Material Source	☒	☐	☐	Reconnaissance Available	☐	☒	☐
Utilities	☐	☐	☒	Design Review	☒	☐	☐

Type ______

4 - WORK ITEMS

	TO BE PERFORMED BY		
	APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☒	☐
RIGHT–OF–WAY	☐	☐	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

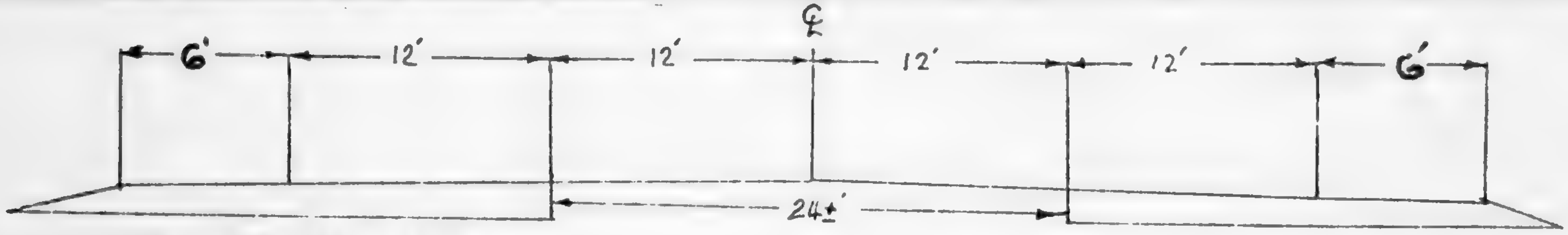
	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	(4)	4
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	4

RECOMMENDED CONSTRUCTION DATE	______ (Region)	F 2Q '83 (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING -
A/C	4"	4"
Base - C.T.B.	10"	

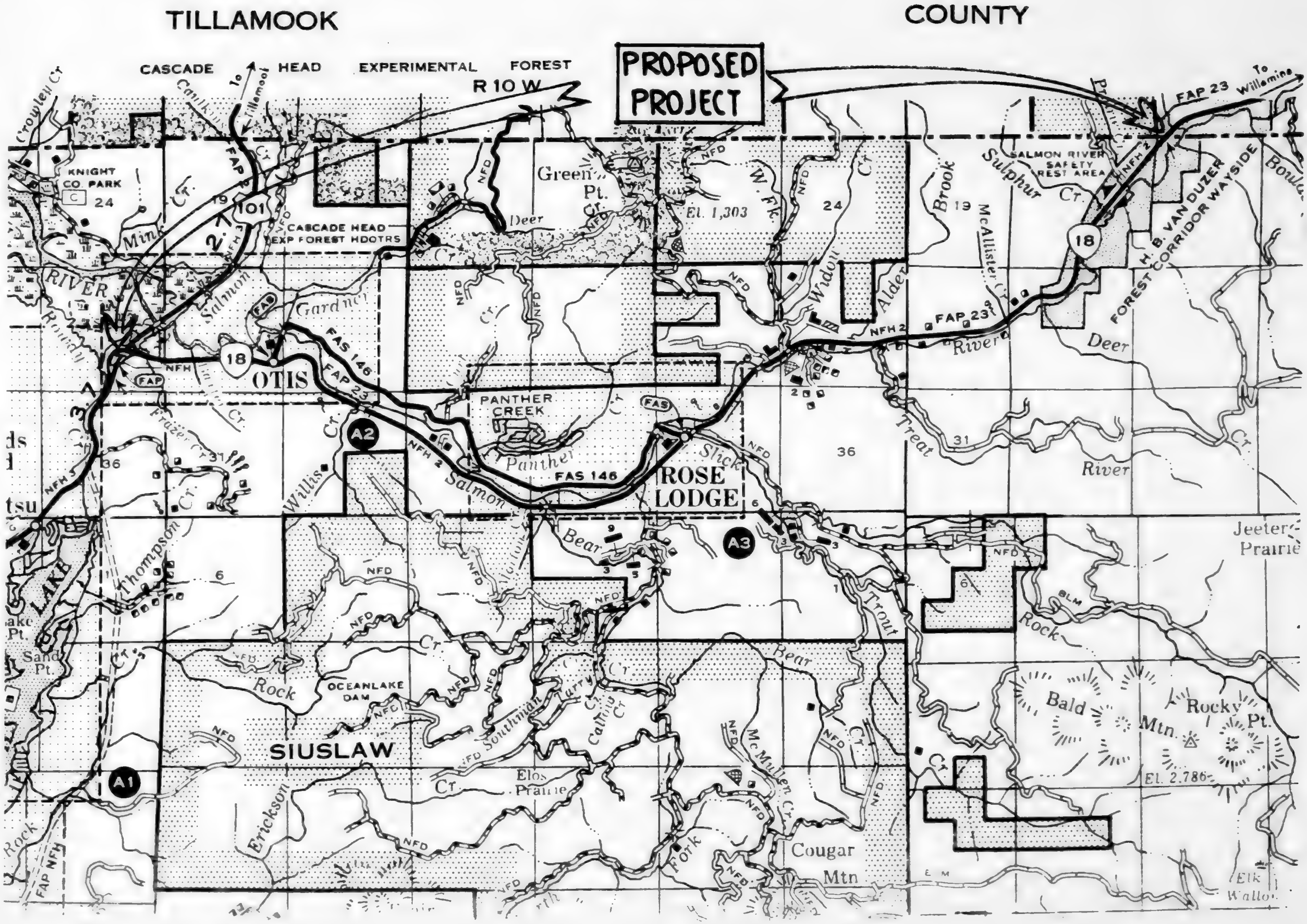
7 - TYPICAL SECTION AND LOCATION



8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING		45.700
RIGHT OF WAY		
TRAFFIC CONTROL		60.000
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		
OTHER		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL H.I.R. $1,600.000		

SUBMITTED BY


TILLAMOOK
COUNTY
CASCADE HEAD EXPERIMENTAL FOREST
R 10 W
PROPOSED PROJECT
To Tillamook
To Willamina
FAP 23
KNIGHT CO. PARK
CASCADE HEAD EXP FOREST HDQTRS
SALMON RIVER SAFETY REST AREA
H. B. VAN DUZER FOREST CORRIDOR WAYSIDE
Green Pt.
El. 1,303
W. Fk.
Widow Cr.
Alder
Brook
McAllister Cr.
Sulphur Cr.
Deer River
Treat River
OTIS
FAS 146
FAP 23
NFH 2
PANTHER CREEK
Panther
Salmon
River
ROSE LODGE
Slick
A1
A2
A3
Thompson Cr.
Willis Cr.
Bear Cr.
Trout
Jeeter Prairie
Rock Cr.
Bald Mtn.
Rocky Pt.
El. 2,786
OCEANLAKE DAM
Southman
Elos Prairie
Erickson Cr.
SIUSLAW
McMullen Cr.
Cougar Mtn
Fork
Elk Wallow
NFD
BLM
LAKE
Sand Pt.
Rock
FAP NFH
Crowley Cr.
Mink Cr.
Gardner
Frazer Cr.

1983 Columbia River Br-Umatilla 9737
River Sec. McNary Hwy.
(Grad, pav, str, sign. & signals) #2

9737

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 4-67	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER	3 20 [illegible]	County Umatilla
MODIFICATION NUMBER 2		Project Number I-82-1(3)00

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on December 21, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 6,140,617.00	$ 5,879,811.00
Federal funds	$ 5,662,876.00	$ 5,420,516.00
Other revisions		

This modification is made for the following reasons: To deobligate Appn Code 042 funds for use on other projects.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 30TH day of MAR, 19 89.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

for MANAGER, PROGRAM SECTION
(Title)

XXX FOR: DONALD E. FORBES, P.E.

STATE HIGHWAY ENGINEER
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

FOR: DALE E. WILKEN

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon March 23, 1989

Federal-aid Project No. I-82-1(3)000

Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code J000
Roadway (Southbound) (Sta. 124+61.62 to Sta. 134+32)(Sta. 136+47 to Sta. 142+53.45) (Sta. 144+47.95 to Sta. 154+92)(Sta. 157+10 to Sta. 191+51)

Subtotal from previous estimate of December 7, 1983	$ 3,240,261.20
Decrease in Construction Costs	(25,806.00)
Subtotal	$ 3,214,455.20
Engineering	405,032.80
Total	$ 3,619,488.00

Type Code X281
Structure, Bridge #16437 (Sta. SB. 134+32 to Sta. SB. 136+47)

Total from previous estimate of December 7, 1983 $ 294,352.50

Type Code X281
Structure, Bridge #16438 (Sta. NB. 134+38 to Sta. NB. 136+53)

Total from previous estimate of December 7, 1983 $ 308,352.50

Type Code X181
Structure, Bridge #16439 (Sta. NB. 142+70.37 to Sta. NB. 144+58.87)

Total from previous estimate of December 7, 1983 $ 256,762.00

Type Code X181
Structure, Bridge #16440 (Sta. SB. 142+53.45 to Sta. NB. 144+47.95)

Total from previous estimate of December 7, 1983 $ 267,981.00

Type Code X220
Structure, Bridge #16441 (Sta. NB. 155+34 to Sta. NB. 157+52)

Total from previous estimate of December 7, 1983	$ 310,907.50

Type Code X220
Structure, Bridge #16442 (Sta. SB. 154+92 to Sta. SB. 157+10)

Total from previous estimate of December 7, 1983	$ 311,087.50
Total Structures	$ 1,749,443.00

Anticipated Items for Structures

Total from previous estimate of December 7, 1983	$ 144,220.00
Subtotal Structures & Anticipated Items	$ 1,893,663.00
Engineering	236,707.00
Total	$ 2,130,370.00

Type Code Y031
Signal (1 Location)

Total from previous estimate of December 7, 1983	$ 47,953.00

Reserve Used

S.F.O. #4 and S.F.O. #9	$ 80,000.00

Length of Roadway	1.156 mi.
Length of Structures	0.119 mi.
Total	1.275 mi.

Cost of Roadway Per Mile	$ 3,131,044.98

Nonparticipating Items

Total from previous estimate of December 7, 1983	$ 2,000.00

SUMMARY OF FUNDS (92.22%)

Description	Total Cost	Federal Funds	State Funds
Roadway	$3,619,488.00	$3,337,891.00	$ 281,597.00
Structures	2,130,370.00	1,964,627.00	165,743.00
Signal	47,953.00	44,222.00	3,731.00
Reserve Used	80,000.00	73,776.00	6,224.00
Nonparticipating Items	2,000.00	-----	2,000.00
Total	$5,879,811.00	$5,420,516.00	$ 459,295.00

Appn Code: 042
Subjob 010 = 0%; Subjob 011 = 100%
Contract No. 9737
Prefix: C630-1960 (P.E.)
C630-1089

DCN:bkw

STATE COPY

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 10-266	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Umatilla
MODIFICATION NUMBER 1		Project Number I-82-1(3)00

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on December 21, 19 83, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 6,140,617	$ 6,140,617
Federal funds	$ 6,140,617	$ 5,662,876

Other revisions

(Note: Additional Federal funds collected - $203,975.18)

This modification is made for the following reasons: "The project agreement executed 12-21-83 is modified to decrease Federal-aid participation to 92.22 percent in accordance with P.L. 97-424, Section 145."

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~By~~XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

COLUMBIA R BR - UMATILLA R
UMATILLA CO
63C-1C84

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

[illegible]

STATE COPY Gen. File

OMB No. 04-R2089

TO BE COMPLETED BY FHWA
MONTHLY TRANSACTION NO.
12-195-[illegible]

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID PROJECT AGREEMENT

State: OREGON
County: UMATILLA
Project No.: I-82-1(3)000

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI
Columbia R. Br.-Umatilla R.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	10-26-83	1.275

OTHER *(Specify)*

FUNDS PRO RATA 92.22%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 6,140,617.00	$ 5,662,876.00 *

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)
By
Manager, Program Section
(Title)
~~By~~ FOR: H. S. Coulter
State Highway Engineer
(Title)
By
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
By
(Division Administrator)
For: Dale E. Wilken
Date executed by Division Administrator [illegible] 21 1983

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Governors' Files

Oregon State Highway Division
Salem, Oregon December 7, 1983

Federal-Aid Project No. I-82-1(3)000

Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla County

PROJECT AGREEMENT ESTIMATE

Type Code J000
Roadway (South Bound)(Sta. 124+61.62 to Sta. 134+32)(Sta. 136+47 to Sta. 142+53.45)(Sta. 144+47.95 to Sta. 154+92)(Sta. 157+10 to Sta. 191+57)

Mobilization		All Required		$ 431,000.00
Temporary Protection and Direction of Traffic		All Required		10,000.00
Temporary Signs	524	Sq. Ft.	10.00	5,240.00
Temporary Barricades	2	Each	100.00	200.00
Temporary Continuous Rail Traffic Barriers, Reflectorized	2,575	Lin. Ft.	3.50	9,012.50
Temporary Impact Barrier	2	Each	2,000.00	4,000.00
Temporary Traffic Signal Installation	1	Each	10,000.00	10,000.00
Temporary Plastic Safety Markers	15	Each	50.00	750.00
Temporary Reflective Pavement Markers	155	Each	3.00	465.00
Sequential Arrow Signs	2	Each	2,000.00	4,000.00
Flagmen	300	Hour	25.00	30,000.00
Clearing and Grubbing		All Required		80,000.00
Removal of Structures and Obstructions		All Required		3,200.00
Ditch Excavation	360	Cu. Yd.	5.00	1,800.00
General Excavation	791,515	Cu. Yd.	.77	609,466.55
Extra for Selected 1/2"-0 Material	5,550	Cu. Yd.	3.75	20,625.00
Overhaul	153,230	"C" Yd. Sta.	0.37	56,695.10
Trench Excavation	2,195	Cu. Yd.	5.00	10,975.00
Finishing Roadbed and Slopes		All Required		30,000.00
Watering	25,000	M-Gal.	.00	.00
Gravel Blanket	100,000	Sq. Yd.	.00	.00
1"-0 Aggregate Base	15,200	Ton	6.00	91,200.00
Treated Base Mixture	21,500	Ton	10.00	215,000.00
Cement in Treated Base Mixture	1,185	Ton	79.00	93,615.00
Class "B" Asphalt Concrete Mixture	9,000	Ton	18.00	162,000.00

Asphalt Cement in Mixture	540 Ton	180.00	97,200.00
Asphalt in Tack Coat	11 Ton	200.00	2,200.00
Continuously Reinforced Concrete Pavement	16,100 Sq. Yd.	22.00	354,200.00
Reinforced Concrete Pavement	1,450 Sq. Yd.	23.00	33,350.00
Plain Concrete Pavement	7,920 Sq. Yd.	14.60	115,632.00
Terminal Expansion Joint	444 Lin. Ft.	140.00	62,160.00
12-inch Culvert Pipe	580 Lin. Ft.	7.60	4,408.00
15-inch Culvert Pipe	850 Lin. Ft.	13.00	11,050.00
18-inch Culvert Pipe	626 Lin. Ft.	10.00	6,260.00
12-inch Irrigation Pipe	796 Lin. Ft.	8.00	6,368.00
36-inch Irrigation Pipe	1,277 Lin. Ft.	18.50	23,624.50
12-inch Sewer Pipe	340 Lin. Ft.	10.00	3,400.00
15-inch Sewer Pipe	400 Lin. Ft.	14.00	5,600.00
Extra for Pipe Under Pavement	344 Lin. Ft.	30.00	10,320.00
Concrete Manholes	4 Each	1,500.00	6,000.00
Concrete Slope Protector	2 Each	900.00	1,800.00
Concrete Inlets, Type G-2M	4 Each	500.00	2,000.00
Concrete Inlets, Type G-2MA	6 Each	500.00	3,000.00
Trash Rack	1 Each	800.00	800.00
Concrete Diversion Box	1 Each	900.00	900.00
Extra for Recessed Inlets	4 Each	100.00	400.00
Guard Rail, Type 1	75 Lin. Ft.	9.00	675.00
Guard Rail, Type 2A	5,565 Lin. Ft.	10.00	55,650.00
Guard Rail, Type 3	425 Lin. Ft.	23.00	9,775.00
Guard Rail Anchors, Type 1	12 Each	250.00	3,000.00
Extra for Guard Rail Bridge Connection	2 Each	250.00	500.00
Rail End Pieces, Type B	2 Each	50.00	100.00
Rail End Pieces, Type C	7 Each	65.00	455.00
Type 2 Fence	700 Lin. Ft.	1.60	1,120.00
CL-6 Chain Link Fence	7,750 Lin. Ft.	5.00	38,750.00
Extra for Asphalt Approaches	15 Each	100.00	1,500.00
Temporary Concrete Barrier	775 Lin. Ft.	7.00	5,425.00
Paved Culvert End Slopes	936 Sq. Ft.	5.00	4,680.00
Drainage Curbs	200 Lin. Ft.	5.00	1,000.00
Loose Riprap, Class 50	20 Cu. Yd.	15.00	300.00
Loose Riprap, Class 2000	2,435 Cu. Yd.	11.00	26,785.00
Filter Blanket	705 Cu. Yd.	5.00	3,525.00
Delineators, Type 2	27 Each	17.00	459.00
Delineators, Type 3	10 Each	21.00	210.00
Delineators, Type 4	40 Each	8.00	320.00
Roadside Seeding and Fertilizing	13 Acre	950.00	12,350.00
Seeding and Fertilizing Blanket	4 Acre	500.00	2,000.00
Mulching Blanket	4 Acre	750.00	3,000.00
Removal of Existing Sign Installations	All Required		450.00
Wood Sign Posts	All Required		2,500.00

Sign Support Footings		All Required		6,000.00
Breakaway Sign Posts		All Required		3,000.00
Single Post Breakaways		All Required		500.00
Single Post Slip Base Sign Supports		All Required		2,500.00
Sign Bridge, Sta. "C" 150+50		All Required		21,900.00
Structure Mounts		All Required		1,900.00
Signal Pole Mount		All Required		900.00
Exit Number Sign Supports		All Required		2,350.00
Type "A" Signs in Place	923	Sq. Ft.	20.00	18,460.00
Type "C", "D" and "P" Signs in Place	185	Sq. Ft.	10.00	1,850.00
Type "EE" Signs in Place	94	Sq. Ft.	12.00	1,128.00
Type "H" and "I" Signs in Place	54	Sq. Ft.	11.00	594.00
Type "M" Signs in Place	16	Sq. Ft.	12.00	192.00
Type "U" Signs in Place	7	Sq. Ft.	15.00	105.00
Neon "Open" Sign		All Required		750.00
Sign Illumination Equipment		All Required		10,000.00
Mono-Directional Crystal Type I Markers	150	Each	4.50	675.00
White Type II Markers	600	Each	2.00	1,200.00
				$ 2,878,449.65

Anticipated Items

Permanent Pavement Striping	All Required		$ 4,000.00
Temporary Pavement Striping	All Required		700.00
On-the-job Trainees (3 X 1,000 X $0.80)	All Required		2,400.00
Work by PP&L	All Required		41,088.55
Work by PP&L	All Required		34,809.00
Work by PP&L	All Required		31,867.00
Work by Umatilla Electric Coop.	All Required		18,947.00
Work by Bonneville Power Admin.	All Required		228,000.00
			$ 361,811.55
		Subtotal	$ 3,240,261.20
		Engineering	405,032.80
		Total	$ 3,645,294.00

Type Code X281
Structure Bridge #16437 (Sta. S.B. 134.32 to Sta. S.B. 136+47)

Shoring, Cribbing, Etc.		All Required		$ 1,000.00
Structure Excavation	1,035	Cu. Yd.	4.50	4,657.50
Structure Excavation Below Elevations Shown	100	Cu. Yd.	4.50	450.00
Structural Concrete, Class 3300 (226 C.Y.)		All Required		30,440.00
Structural Concrete, Class 4000 (119 C.Y.)		All Required		30,800.00
Structural Concrete, Class 4500 (273 C.Y.)		All Required		54,100.00

55'/60' Type III Prestressed Beams	6 Each	3,600.00	21,600.00
65'/70' Type III Prestressed Beams	6 Each	4,100.00	24,600.00
85'/90' Type III Prestressed Beams	6 Each	4,950.00	29,700.00
Reinforcement (75,500 lbs.)	All Required		24,100.00
Coated Reinforcement (46,000 lbs.)	All Required		21,500.00
Reinforced Concrete Bridge End Panels	205 Sq. Yd.	57.00	11,685.00
Type "G" Concrete Rail	510 Lin. Ft.	26.00	13,260.00
Concrete Slope Paving	785 Sq. Yd.	22.00	17,270.00
Berm Paving	125 Sq. Yd.	22.00	2,750.00
Slope Paving Curbs	325 Lin. Ft.	14.00	4,550.00
2-inch Electrical Conduit	270 Lin. Ft.	7.00	1,890.00
			$ 294,352.50

Type Code X281
Structure, Bridge #16438 (Sta. N.B. 134+38 to Sta. N.B. 136+53)

Bridge Removal Work	All Required		$ 14,000.00
Shoring, Cribbing, Etc.	All Required		1,000.00
Structure Excavation	1,035 Cu. Yd.	4.50	4,657.50
Structure Excavation Below Elevations Shown	100 Cu. Yd.	4.50	450.00
Structural Concrete, Class 3300 (226 C.Y.)	All Required		30,440.00
Structural Concrete, Class 4000 (119 C.Y.)	All Required		30,800.00
Structural Concrete, Class 4500 (273 C.Y.)	All Required		54,100.00
55'/60' Type III Prestressed Beams	6 Each	3,600.00	21,600.00
65'/70' Type III Prestressed Beams	6 Each	4,100.00	24,600.00
85'/90' Type III Prestressed Beams	6 Each	4,950.00	29,700.00
Reinforcement (75,500 Lbs.)	All Required		24,100.00
Coated Reinforcement (46,000 lbs.)	All Required		21,500.00
Reinforced Concrete Bridge End Panels	205 Sq. Ft.	57.00	11,685.00
Type "G" Concrete Rail	510 Lin. Ft.	26.00	13,260.00
Concrete Slope Paving	785 Sq. Yd.	22.00	17,270.00
Berm Paving	125 Sq. Yd.	22.00	2,750.00
Slope Paving Curbs	325 Lin. Ft.	14.00	4,550.00
2-inch Electrical Conduit	270 Lin. Ft.	7.00	1,890.00
			$ 308,352.50

Type Code X181
Structure, Bridge No. 16439 (Sta. NB 142+70.37 to Sta. NB 144+58.87)

Shoring, Cribbing, Etc.	All Required		$ 1,000.00
Structure Excavation	710 Cu. Yd.	4.50	3,195.00
Structure Excavation Below Elevations Shown	70 Cu. Yd.	4.50	315.00

Structural Concrete, Class 3300 (244 C.Y.)		All Required		36,000.00
Structural Concrete, Class 4000 (108 C.Y.)		All Required		22,240.00
Structural Concrete, Class 4500 (247 C.Y.)		All Required		48,000.00
55'/60' Type III Prestressed Beams	5	Each	3,675.00	18,375.00
60'/65' Type III Prestressed Beams	5	Each	3,675.00	18,375.00
65'/70' Type III Prestressed Beams	7	Each	4,175.00	29,225.00
Reinforcement (80,500 Lbs.)		All Required		25,200.00
Coated Reinforcement (35,800 Lbs.)		All Required		17,700.00
Reinforced Concrete Bridge End Panels	238	Sq. Yd.	57.00	13,566.00
Type "G" Concrete Rail	462	Lin. Ft.	26.00	12,012.00
Loose Riprap, Class 50	900	Cu. Yd.	11.00	9,900.00
2-inch Electrical Conduit	237	Lin. Ft.	7.00	1,659.00
				$ 256,762.00

Type Code X181
Structure, Bridge No. 16440 (Sta. S.B. 142+53.45 to Sta. S.B. 144+47.95)

Shoring, Cribbing, Etc.		All Required		$ 1,000.00
Structure Excavation	710	Cu. Yd.	4.50	3,195.00
Structure Excavation Below Elevations Shown	70	Cu. Yd.	4.50	315.00
Structural Concrete, Class 3300 (244 C.Y.)		All Required		36,000.00
Structural Concrete, Class 4000 (110 C.Y.)		All Required		22,240.00
Structural Concrete, Class 4500 (245 C.Y.)		All Required		48,000.00
55'/60' Type III Prestressed Beams	5	Each	3,675.00	18,375.00
65'/70' Type III Prestressed Beams	14	Each	4,175.00	58,450.00
Reinforcement (78,000 Lbs.)		All Required		25,200.00
Coated Reinforcement (36,600 Lbs.)		All Required		17,700.00
Reinforced Concrete Bridge End Panels	240	Sq. Yd.	57.00	13,680.00
Type "G" Concrete Rail	471	Lin. Ft.	26.00	12,246.00
Loose Riprap, Class 50	900	Cu. Yd.	11.00	9,900.00
2-inch Electrical Conduit	240	Lin. Ft.	7.00	1,680.00
				$ 267,981.00

Type Code X220
Structure, Bridge No. 16441 (Sta. N.B. 155+34.00 to Sta. N.B. 157+52.00)

Shoring, Cribbing, Etc.		All Required		$ 1,000.00
Structure Excavation	450	Cu. Yd.	4.50	2,025.00

Structure Excavation Below Elevations Shown	45 Cu. Yd.	4.50	202.50
Furnish Pile Driving Equipment	All Required		4,000.00
Furnish 12x53 Steel Piling	500 Lin. Ft.	16.00	8,000.00
Drive Steel Piles	500 Lin. Ft.	1.00	500.00
Structural Concrete, Class 3300 (108 C.Y.)	All Required		10,650.00
Structural Concrete, Class 4000 (494 C.Y.)	All Required		118,600.00
Structural Concrete, Class 4500 (274 C.Y.)	All Required		41,200.00
Reinforcement (159,600 Lbs.)	All Required		52,000.00
Coated Reinforcement (63,300 Lbs.)	All Required		28,700.00
Reinforced Concrete Bridge End Panels	200 Sq. Yd.	57.00	11,400.00
Type "G" Concrete Rail	520 Lin. Ft.	26.00	13,520.00
Concrete Slope Paving	485 Sq. Yd.	22.00	10,670.00
Berm Paving	150 Sq. Yd.	22.00	3,300.00
Slope Paving Curbs	200 Lin. Ft.	14.00	2,800.00
1-inch Electrical Conduit	110 Lin. Ft.	6.00	660.00
2-inch Electrical Conduit	240 Lin. Ft.	7.00	1,680.00
			$ 310,907.50

Type Code X220

Structure, Bridge No. 16442 (Sta. S.B. 154+92 to Sta. S.B. 157+10)

Shoring, Cribbing, Etc.	All Required		$ 1,000.00
Structure Excavation	450 Cu. Yd.	4.50	2,025.00
Structure Excavation Below Elevations Shown	45 Cu. Yd.	4.50	202.50
Furnish Pile Driving Equipment	All Required		4,000.00
Furnish 12 X 53 Steel Piling	500 Lin. Ft.	16.00	8,000.00
Drive Steel Piles	500 Lin. Ft.	1.00	500.00
Structural Concrete, Class 3300 (108 C.Y.)	All Required		10,650.00
Structural Concrete, Class 4000 (494 C.Y.)	All Required		118,600.00
Structural Concrete, Class 4500 (274 C.Y.)	All Required		41,200.00
Reinforcement (159,600 Lbs.)	All Required		52,000.00
Coated Reinforcement (63,300 Lbs.)	All Required		28,700.00
Reinforced Concrete Bridge End Panels	200 Sq. Yd.	57.00	11,400.00
Type "G" Concrete Rail	520 Lin. Ft.	26.00	13,520.00
Concrete Slope Paving	485 Sq. Yd.	22.00	10,670.00
Berm Paving	150 Sq. Yd.	22.00	3,300.00

Slope Paving Curbs	200 Lin. Ft.	14.00	2,800.00
1-inch Electrical Conduit	140 Lin. Ft.	6.00	840.00
2-inch Electrical Conduit	240 Lin. Ft.	7.00	1,680.00
			$ 311,087.50
		Total Structures	$1,749,443.00

Anticipated Items

Railroad Protective Costs	All Required		$ 66,000.00
Salvage Bridge Beams, Guardrail & Posts	All Required		(3,000.00)
Work by UPRR	All Required		81,220.00
			$ 144,220.00
		Subtotal	$ 1,893,663.00
		Engineering	236,707.00
		Total	$ 2,130,370.00

Type Code Y031
Signal (One Location)

Traffic Signal Installation, Complete	All Required		$ 40,000.00
			$ 40,000.00

Anticipated Items

State Furnished Signal Software	All Required		$ 700.00
Signal Controller Testing	All Required		1,425.00
Signal Turn-On	All Required		500.00
			$ 2,625.00
		Subtotal	$ 42,625.00
		Engineering	5,328.00
		Total	$ 47,953.00

Length of Roadway	1.156 mi.
Length of Structures	0.119 mi.
Total Length	1.275 mi
Cost of Roadway Per Mile	$3,153,368.51

Work Retained in Program

Adjust Traffic Counter	All Required		$ 5,000.00
Install Settlement Device	All Required		5,000.00
Work by Pacific N.W. Bell	All Required		5,000.00
Work by Umatilla Electric Coop	All Required		80,000.00
N.W. Pipeline Corp.	All Required		186,800.00
		Subtotal	$ 281,800.00
		Engineering	35,200.00
		Total	$ 317,000.00

SUMMARY OF FUNDS (92.22%)

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 3,645,294.00	$ 3,361,690.00	$ 283,604.00
Structures	2,130,370.00	1,964,627.00	165,743.00
Signal	47,953.00	44,222.00	3,731.00
	$ 5,823,617.00	$ 5,370,539.00	$ 453,078.00
Reserve	317,000.00	292,337.00	24,663.00
Total	$ 6,140,617.00	$ 5,662,876.00	$ 477,741.00

Reimbursement 100% $6,140,617 Public Law 97-424, S145

Group 1 100%
Contract No. 9737
Prefix: 630-1960
Prefix: 630-1089

Columbia R. Br.-Umatilla River
Nonparticipating-State Work

State Responsibility for Damages	All Required	$	2,000.00

DAR:bkb

jc cc: OSHD (D. Forbes)

STATE COPY

J

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 10	COUNTY Umatilla	DIVISION Oregon
DATE OF REPORT 11/4/88	REPORT MADE BY Thomas P. Lowe, Area Engineer		PROJECT NO. I-82-1(3)00
COMPLETION DATE (Actual) 11/16/85	ACCEPTANCE DATE BY CONRTACT AGENCY 8/14/87	TIME ELAPSED 117 %	CONTRACT TIME 600 days

LOCATION

See Below

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

COLUMBIA RIVER BIDGE - UMATILLA RIVER SECTION
MC NARY HIGHWAY
Grading, Paving, Structures & Signals

This project provided for the grading, structures and a portion of the paving for this section of the Mc Nary Highway.

The contractor used 703 1/2 days to complete the work. Time extensions totalling 76 days were granted. Liquidated damages have been charged for 27 1/2 days at $600 per day.

The final cost of $5,896,108 is one percent under the authorization.

- TPL -

RECEIVED
STATE HWY ENGR
NOV 10 '88
REFER TO
Husky
FOR
Info | Inves | R/D | D/R | Sign | | File

Cg
11-15

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Thomas Lowe		SIGNATURE John T. Price	
TITLE Area Engineer	DATE 11/9/88	TITLE District Engineer	DATE 11/10/88

FORM FHWA 1446B
(Rev. 2-84)
PREVIOUS EDITIONS MAY BE USED.

October 22, 1987

United Pacific Insurance Co.
825 NE Multnomah - Suite 300
Lloyd Center Tower
Portland, OR 97232

CON 5 - #9737

On August 20, 1987, we wrote to you concerning release of final payment on Contract No. 9737 awarded to MOCON Corporation for work on the Columbia River Bridge-Umatilla River Section of the McNary Highway in Umatilla County.

The total contract amount is $4,825,401.21 including $49,946.80 for work performed under force account.

Fran Neavoll
COMMISSION SERVICES

bk

cc: MOCON Corporation
P.O. Box 3256
Salem, OR 97302

United Pacific Insurance Co.
33405 8th Avenue S., C-3000
Federal Way, WA 98003

bc: C. O. Fredrickson
Walt Hart
Robert Hector

Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

AUG 20 1987

In reply refer to: EVLG
Tract Nos. LM-JD-286, -286A, -286B, -286C, -286D, -287, -288, -289, McMa-2, -2A, -2B, -2C, -2D, -3, -3A, and -4
Lower Monumental-John Day No. 1 (operated as Mile 3 McNary-John Day No. 1), McNary-Maupin Line (operated as McNary-Santiam No. 1), and McNary-Maupin No. 2 (operated as McNary-Santiam No. 2) Transmission Lines

Your reference:
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82), Umatilla County
Project No. I-82-1(3)00

MISC. CONTRACTS and AGREEMENTS No. 9242

Mr. Jack Cartwright
Utility Relocation Coordinator
Oregon Department of Transportation
5 Transportation Building
Salem, OR 97310

Dear Mr. Cartwright:

Enclosed is the original Crossing Agreement for the new bridge and highway which crosses under Bonneville Power Administration's (BPA) above-referenced transmission lines.

This agreement was recorded by Umatilla County, Oregon, November 3, 1986, Auditor's File No. 124455.

We have appreciated your past cooperation and patience in the culmination of this project. Thank you for the assistance you have also provided this office.

Sincerely,

Renee M. Ferrera

Renee M. Ferrera
Chief, Land Management Section

xc! Gen Files w/Orig Agree
Comm Svc w/Copy Agree) 8-24-87

Enclosure

RECEIVED
AUG 21 1987
RR & UTILITY UNIT

April 6, 1987

CON 5 - 9737

Hermiston Ready Mix
Route 2, Box 2713
La Grande, OR 97850

We have received a copy of your letter dated March 9, 1987, addressed to the Secretary of State and the contractor filing a claim against the following Highway Division contract:

FILED BY:	Hermiston Ready Mix
AMOUNT:	$64,334.61 plus interest until paid
FOR:	Labor, materials and equipment rental
AGAINST (PRIME CONTRACTOR)	Mocon Corporation
CONTRACT NO:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section, McNary Highway, Umatilla County.
SURETY:	United Pacific Insurance Co.
AGENT:	Fred S. James & Co. of Oregon

We will advise the surety of the receipt of this claim.

Please advise this office (121 Transportation Building, Salem, OR 97310) when your claim has been paid.

NOTED ON CARD
4-6-87

Fran Neavoll
COMMISSION SERVICES

cc: United Pacific Insurance Co.
Bond Department
33405 8th Avenue So. C-3000
Federal Way, WA 98003

Mocon Corporation
P. O. Box 3258
Salem, OR 97302

United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Lloyd Center Tower
Portland, OR 97232

bbc: Bryant Jackmond

FKN:slp

HERMISTON READY MIX
RT. 2 BOX 2713
LA GRANDE, OR 97850

March 9, 1987

SECRETARY OF STATE
DEPARTMENT OF TRANSPORTATION, COMMISSION SERVICES
MOCON CORPORATION

As owner and operator of Hermiston Ready Mix, we were the subcontractors for MOCON CORP. (general contractors) on the Oregon State Highway #730 project in Umatilla, OR. We supplied MOCON with rock, concrete, asphalt, labor & materials and equipment rental for this project.
We have been unable to collect this over-due account with MOCON CORP. so therefore are filing a Notice of Claim with you. The total amount of this account is $64,334.61 plus interest until paid.
We will supply you with signed invoices, billings and any other information that will be of assistance to you.
We greatly appreciate your attention and assistance in this matter.
Please send all correspondence to the following address:

Hermiston Ready Mix

% Homer Abell
Rt. 2 Box 2713
La Grande, OR 97850

Homer Abell
Homer Abell
Owner of Hermiston Ready Mix

cc: Secretary of State
    Department of Transportation, Commission Services
    Mocon Corporation

RECEIVED
[illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

HERMISTON READY MIX
RT 2 BOX 2713
LA GRANDE, OR 97850

March 9, 1987

DEPARTMENT OF TRANSPORTATION, COMMISSION SERVICES
HIGHWAY DIVISION
TRANSPORTATION BUILDING
SALEM, OR 97310

DEAR FRAN NEAVOLL,

As owner and operator of Hermiston Ready Mix, we were the subcontractors for MOCON CORP.(general contractors) on the Oregon State Highway #730 project in Umatilla, OR. We supplied MOCON with rock, concrete, asphalt, labor & supplies and equipment rental for this project.

We have been unable to collect this over-due account from MOCON CORP. so therefore are filing a Notice of Claim with you. The total amount of this account is $64,334.61.

We will supply you with signed invoices, billings and any other information that will be of assistance to you.

We greatly appreciate your attention and assistance in this matter.

Please send all correspondence to the following address:

Hermiston Ready Mix
℅ Homer Abell
Rt 2 Box 2713
La Grande, Oregon 97850
503- 963-8226

Homer Abell
Owner of Hermiston Ready Mix

cc: Secretary of State
Mocon Corporation

he will resubmit
& address to Sec of
State & contractor,
& sign it.

RECEIVED
MAR 11 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
MAR 11 '87
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

7. DATE AUTHORIZATION EFFECTIVE September 28, 1983

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Potter's letter dated 2/9/87, this will confirm the approval date of 9/28/83 contingent upon modification of Project Agreement if additional funds are required for the cost overrun for the actual adjustments to the aerial power transmission lines on an actual cost basis of $249,706.37; Federal Funds $230,279.

The Agreement with the Bonneville Power Administration is approved.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

14. DATE 3/6/87

15. SIGNATURE OF APPROVING OFFICIAL John T. Price

16. TITLE For Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

[redacted]
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

February 9, 1987

In Reply Refer to
File No

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: Cost Overrun
Power Transmission Line Relocation
Bonneville Power Administration
Columbia River Bridge - Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Reference is made to my letter of October 18, 1983, which submitted a trust agreement and an estimate of cost for the relocation of Bonneville Power Administration's aerial power transmission line facilities and to your Letter of Approval and/or Authorization, dated October 24, 1983, which approved participation in the estimated cost of $228,000. Copies of my letter and your PR-1240 are attached.

The relocation of the aerial power transmission lines has been completed and a final billing of cost, in the amount of $249,706.37 received. The final cost of $249,706.37 exceeds the estimated cost of $228,000 by $21,706.37 or 9.52%. Bonneville Power Administration in a letter dated February 3, 1987, has provided an explanation of the cause for overrunning the estimated cost. A copy of the letter is attached.

Bonneville Power Administration has accomplished the work required to accommodate our highway construction, as requested, and is entitled to full reimbursement.

Your approval of federal participation in the final relocation cost of $249.706.37 is requested.

JMC:jkh
Attach.

cc: E. S. Hunter
J. M. Cartwright
Randi Kobernik
Rose Wickham

RECEIVED
STATE HWY ENGR
FEB 12 '87
REFER TO
FOR
Info Inves R/D D.R [illegible] Act File

9737

February 3, 1987 CON

Mocon Corporation
P.O. Box 3258
Salem, OR 97302

Time Extension Request
Columbia River Bridge-Umatilla River
Contract No. 9737
FAP No. I-82-1(3)00

Your request for an additional 60 days in which to complete the above project has been carefully reviewed. You have requested 30 days due to activity by UPRR and 30 days due to performing extra work near a terminal expansion joint.

You were granted 21 days additional time for the extra work near the terminal expansion joint. This was outlined in my letter to you dated October 30, 1985.

A review of the project records indicate that the activity by the UPRR had no damaging effects on the progress or production of work on the project. We must, therefore, deny this portion of your request.

No additional time is granted and there remain 27 1/2 days of liquidated damages under this contract.

Should you wish to review this matter further, please contact Project Manager M. J. Gardner.

W. E. Schwartz
Assistant State Highway Engineer

OBJ:mk sl

bc C. O. Fredrickson	
R. D. Hector	w/att.
Mike Gardner	w/att.
FHWA	w/att.
Bruce Walton	

STATE OF OREGON **INTEROFFICE MEMO**

TO: O. B. Jackmond
Contract Administration Engineer

DATE: January 20, 1987

SUBJECT: Time Extension Request
Columbia River Br.-Umatilla River
Contract 9737

Enclosed is a request by the contractor for a 60-day extension of contract time. Also enclosed is an analysis of the request by the project manager.

As Mike points out, the expansion joint work covered by E.W.O. #5 was covered by a previous time extension. We had anticipated a twenty-one day delay but the actual delay to project completion was probably much less than that.

Mike has reviewed his records and believes the Brownell Blvd. railroad crossing work did not delay the project completion. I concur with his analysis and recommend that no additional time be granted.

Warren

Warren Richards
Region Construction Engineer

WR/lm

Attachment

cc: Mike Gardner

125-1307

9737

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

DATE: August 18, 1986

In Reply Refer to
File No
CON 5
9737

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM: for Bruce M Walton
C. O. Fredrickson, P.E., P.L.S.
Construction Engineer

SUBJECT: Request Contract Acceptance
Federal-aid Project No. I-82-1(3)00

Contract 9737, Work Completed November 16, 1985

Project Columbia River Bridge-Umatilla River

Highway McNary

County Umatilla

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date August 21, 1986

for Jerald E. Heimbach
Dale E. Wilken
Division Administrator

L. W. RULIEN
IVED
WY ENGR
AUG 22 '86
REFER TO
FILE
Info R/D

BMW:mk

cc: L. Rulien
C. O. Fredrickson
R. D. Hector
B. M. Walton

RECEIVED
AUG 19 1986
OREGON DIVISION

CPC/FL4

734-2023 (2-85)

STATE OF OREGON **INTEROFFICE MEMO**

FYI

When highways cross R.R. Tracks and crossing protection is provided. Please be sure G-R protection is placed. This matter is being taken care of.

Wayne

TO: R. D. Hector
Region 5 Engineer

DATE: May [illegible] 1986

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: Guardrail at Railroad Crossing
Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla County
Contract No. 9737

REFERRED TO
Dayton FE Eriksen Henry
Baker Anderson
King Louie Lee
Return Discuss Do File Due
By FINAL DESIGN ENGINEER

RECEIVED
… 9 1986
REGION 5 OFFICE

Initial and Circulate

K
TEB
KA
JHK
WCS
WEM

Attached is a May 14 letter from PUC indicating that we did not install guardrail on the approach to the railroad grade crossing on Brownell Boulevard as directed by the PUC Order.

Somehow the construction plans did not show the guardrail required at the grade crossing. We do, however, have to conform with the PUC Order in this regard. I would suggest that you have the guardrail installed with state forces and see if you can't charge the cost to the project. If we did the guardrail work with a contractor, we would have to have him supply the insurance required by the railroad. This has gotten to be a very expensive proposition and some contractors simply cannot get the coverage required.

Would you please see what you can do about getting the guardrail installed. Please keep me advised so that I can respond to the letter from PUC.

RDT:jr
attach.

RECEIVED
JUN 4 - 1986
ROAD DESIGN SECTION

RBA
FDE
SE
LE
LFR
GTR
PDE
PDS
BPM
LPC
LA
LDS
RWD
FLC
OFFICE
Copy All
Return To

9/23

Cy Christensen —
Please work up a proper design for this and include the work in the Columbia River — Old Oregon Trail Section —
R. Hector

cy Trygstad —

RECEIVED
MAY 27 1986
RR & UTILITY UNIT

6/5/86
Cobine/Litchfield — Construction is having Reg 5. write a State Force order to do this work under Contract 9737. Be sure this work is included in future contracts where needed.

81-125-1307

[illegible] 17V-15C

VICTOR ATIYEH
GOVERNOR

PUBLIC UTILITY COMMISSIONER OF OREGON

LABOR & INDUSTRIES BUILDING, SALEM OREGON 97310 PHONE (503) 378-6191

May 14, 1986

Roger Trystad
Railroad & Utility Engineer
Oregon Highway Division
Transportation Bldg
Salem OR 97310

RE
MAY 16 1986
RR & UTILITY UNIT

Jeff Asay
Union Pacific Railroad Company
Law Dept
1515 SW Fifth Ave, Ste 400
Portland OR 97201

RE: Crossing No. 20-10.62-C, Brownell By-Pass Road, Umatilla

Order No. 83-258, in docket SXF 1270, entered May 9, 1983 (enclosed), authorized the construction of the new relocated Brownell By-Pass Boulevard Crossing.

It ordered various work to be performed by specific parties among which were:

State Highway (Applicant)
Furnish, install, and maintain standard highway-type guardrail adjacent to each set of automatic protective devices.

Union Pacific Railroad Company
Furnish and install two standard No. 1T railroad STOP signs on each side of Brownell Boulevard.

(Serial letter No. 131, dated March 1, 1984 [enclosed], authorized the new crossing to be opened prior to the installation of flashing light and automatic gate signals when the two railroad STOP signs were installed.)

On March 7, 1986, PUC staff observed the open crossing. Neither highway guardrail nor railroad STOP signs are installed at the crossing though the automatic gate and flashing light signals are installed.

Each party is requested to complete the ordered provisions as soon as possible.

Each party will notify the Commissioner when they have installed these missing protective devices.

Donald A. Still
Senior Crossing Safety Specialist
Crossing Safety Division

db/5571J

Enclosures (2)

cc: 20-10.62-C
LLW
CJR

SERIAL LETTER No 131
CROSSING NO. 20-10.62C

VICTOR ATIYEH
GOVERNOR

PUBLIC UTILITY COMMISSIONER OF OREGON

LABOR & INDUSTRIES BUILDING, SALEM OREGON 97310 PHONE (503)378-6611

March 1, 1984

Roger D Trygstad, Railroad and Utility Engineer
Oregon Department of Transportation
Highway Division
Transportation Bldg
Salem OR 97310

L James Bergmann, General Solicitor
Union Pacific Railroad Company
1515 SW Fifth Ave
Portland OR 97201

RE: Crossing No. 20-10.62-C, Brownell Boulevard, Umatilla

PUC Interim Order No. 83-258 in Docket SXF 1270, entered May 9, 1983, authorized relocation and signalization of the subject railroad-highway grade crossing for use as a temporary detour route during construction of the McNary Highway overcrossing No. 20-10.68-AC (authorized by PUC Order 82-637 on September 2, 1982).

Under the provisions of Order 83-258, the relocated grade crossing is to be protected with two Standard No. 2 flashing light signals and two Standard No. 4 automatic gates, to be activated with DC-island track circuits supplemented with railroad STOP signs.

By letter dated February 21, 1984, the Oregon Department of Transportation (ODOT) advised the Commissioner that construction of the overcrossing structure is being delayed pending installation of the automatic protective devices at the temporary grade crossing. ODOT urges the Commissioner to authorize opening the relocated crossing to traffic prior to installation of the automatic signal devices, with the understanding that train movements will stop prior to proceeding across relocated Brownell Boulevard and that all railroad movements across the highway be made under flag protection until the signal devices are installed and operational.

By letter dated February 27, 1984, Union Pacific Railroad Company (railroad) advised that the automatic protective devices required by Order 83-258 have been ordered and their delivery is anticipated within the next three months. The railroad concurs with ODOT's proposal as set forth above.

The existing railroad-highway grade crossing of Brownell Boulevard (crossing No. 20-10.67-C) is not equipped with automatic protective devices, nor are trains required to stop and flag prior to crossing the highway. The interim procedure proposed by ODOT for the relocated crossing will provide a higher standard of protection than that which currently exists at the existing crossing. Therefore, the interim procedure proposed by ODOT should be implemented so as not to unduly delay construction of the overcrossing structure.

We request that Oregon Department of Transportation accept this letter as its authority to open the relocated crossing of Brownell Boulevard to motor vehicle traffic upon installation of railroad STOP signs, one facing approaching railroad traffic on each side of the highway at the crossing, upon notification to ODOT from the railroad that its operating employes have been instructed to stop before proceeding across the highway and that railroad equipment shall occupy the highway only under manual flag protection, including the use of lighted fusees during hours of darkness.

Upon opening of the crossing to motor vehicle traffic, and until the ordered automatic protective devices are installed and activated, the railroad shall provide manual flag protection for all train movements over the crossing, in addition to stopping each movement prior to occupying the highway at the crossing as required by Order 83-258.

Gene Maudlin

Gene Maudlin
Commissioner

kg/46071

cc: City of Umatilla
D. J. Astle
SXF 1270

ORDER NO. 83-258

ENTERED May 9, 1983

PUC CROSSING NO. 5 20-10.67-C
DOT CROSSING NO. 810 061 C
(EXISTING CROSSING)

PUC CROSSING NO. 20-10.62-C
(RELOCATED TEMPORARY
BY-PASS CROSSING)

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 1270

In the Matter of the Application of)
the OREGON DEPARTMENT OF TRANSPOR-)
TATION, HIGHWAY DIVISION, for the)
authority, pursuant to ORS 763.030,)
to alter and relocate a grade)
crossing of Brownell Boulevard)
(US 395) and Union Pacific Railroad)
Company, Umatilla Branch, in)
Umatilla, Umatilla County, Oregon.)

INTERIM
ORDER

On August 28, 1981, Oregon Department of Transportation, Highway Division, duly filed an application with the Commissioner seeking authority, pursuant to ORS 763.030, to relocate and alter a railroad-highway grade crossing of Brownell Boulevard (Umatilla Bridge Spur Highway US 730), a road under its jurisdiction, and the McNary Dam lead track and right-of-way of Oregon-Washington Railroad & Navigation Company and its lessee, Union Pacific Railroad Company, Umatilla Branch, near Umatilla, Umatilla County, Oregon.

The following parties made comments and recommendations on the application: PUC staff, by letters dated October 12, 13, 1981, January 19 and March 4, 1982; City of Umatilla, by letter dated January 8, 1982; applicant, by letter dated October 23, 1981. Union Pacific Railroad Company, by letters dated December 21, 1981, and February 18, 1982, objected to that portion of the application proposing the relocated temporary by-pass road crossing continue as an open grade crossing after the completion of the project. Union Pacific suggested that an interim order be utilized until all matters were resolved. By letter dated April 11, 1983, Union Pacific identified the type of activation units for the protective devices.

Copies of the application and responses thereto were duly served upon Union Pacific Railroad Company, Umatilla County, City of Umatilla, and applicant.

By letter dated November 18, 1982, PUC staff circulated a proposed interim order to all parties in this matter. No objection has been made to the proposed interim order.

Currently, Brownell Boulevard serves as the southern approach to the Columbia River Bridge and is 32 feet in width, consisting of two 12-foot paved travel lanes and two 4-foot paved shoulders. It lies in a general north-south alignment and intersects the McNary Dam lead track at an angle of approximately 80 degrees. Approximately 200 feet northerly of the crossing, the roadway forks. The approach to the bridge swings to the left and Brownell Boulevard continues northerly. The grade crossing is protected with crossbucks.

Present average daily traffic volume on Brownell Boulevard is 6,200 vehicles and is primarily composed of Umatilla Bridge traffic. The maximum speed of railroad movements at the crossing is 10 mph, as published in the railroad's employe timetable. There is an average of two train movements a day over the crossing. No train-vehicle accident has been reported at this crossing in the last five years.

The Commissioner authorized the construction of an overcrossing of the McNary Highway (I-82) with the spur track by Order No. 82-637, in docket SXF 1271, entered September 2, 1982. Applicant proposes to relocate Brownell Boulevard approximately 240 feet to the west, to serve as a temporary by-pass road during construction of the McNary Highway (I-82) overcrossing. The relocated roadway would retain its existing paved roadway configuration. It is further proposed to install flashing lights and automatic gates as the protective devices at the crossing.

No party has entered an objection to relocation and signalization of this crossing for use as a temporary detour route. However, the railroad has expressed concern over its retention after the overcrossing project has been completed. The railroad has requested that PUC staff conduct a traffic study of the area to determine if its retention as a grade crossing is warranted over the long term.

Since all parties are in agreement that the crossing should be relocated and signalized as proposed in the application, and since construction of the overcrossing cannot take place until this crossing is relocated, the Commissioner believes it is appropriate to enter an interim order authorizing construction and signalization of the relocated grade crossing and closure of the existing Brownell Boulevard grade crossing. The matter of the ultimate disposition of the Brownell crossing and other adjacent grade crossings can be determined at a later date. All parties are agreeable to proceeding in this manner.

Due consideration has been given to all representations in the application and responses thereto. No matters within the scope of ORS Chapter 763 are in issue and no hearing will be required.

The Commissioner finds that the relocation of the existing grade crossing for use as a temporary by-pass and its signalization are required by the public safety, convenience, and general welfare.

Based upon the application and the files of the Commissioner, it is found that an interim order should be entered granting authorization to relocate the crossing upon the following terms and conditions:

IT IS THEREFORE ORDERED that:

1. Interim authority to relocate and alter the grade crossing, as requested herein, is hereby granted. Relocation of the crossing must be substantially in progress by September 2, 1985. If this condition is not met, then the authority expires on that date.

2. Applicant shall:

   a. Relocate existing Brownell Boulevard westerly, approximately 240 feet, and construct that portion of the relocated crossing lying outside lines drawn two feet outside each rail, to accommodate a paved 32-foot roadway, consisting of two 12-foot travel lanes and two 4-foot shoulders, and bear all the cost thereof;

   b. Bear all the cost of constructing that portion of the relocated crossing lying between lines drawn two feet outside each rail;

   c. Upon completion of the relocated crossing, close and remove the crossing surface material from the existing crossing, remove the existing paved surface on each approach to the existing crossing, for a minimum distance of 50 feet, and bear all the cost thereof;

d. Furnish and install barricades on each side of the track at the existing crossing, and bear all the cost thereof;

e. Furnish, install, and maintain standard highway-type guardrail, adjacent to each set of automatic protective devices ordered herein, the face of the guardrail to be not less than 16 feet from the centerline of the roadway, and bear all the cost thereof;

f. Furnish, install, and maintain standard advance warning signs and advance warning pavement markings at appropriate locations on each roadway approach to the relocated crossing, and bear all the cost thereof;

g. Furnish, install, and maintain a stop clearance line on each side of the track at the relocated crossing at a point one foot in advance of each automatic gate signal, and bear all the cost thereof;

h. Bear all the cost of furnishing and installing the automatic protective devices, circuitry, and railroad STOP signs ordered in paragraphs 3.b. and 3.c. herein; and

i. Maintain that portion of the relocated crossing lying outside lines drawn two feet outside each rail, and bear all the cost thereof.

3. Oregon-Washington Railroad and Navigation Company and its lessee, Union Pacific Railroad Company, shall:

a. Subject to reimbursement as provided herein, construct that portion of the relocated crossing lying between lines drawn two feet outside each rail to accommodate a roadway 32 feet in width;

b. Subject to reimbursement as provided herein, furnish and install two Standard No. 2, flashing light signals and two Standard No. 4 automatic gates at appropriate locations at the relocated crossing, not less than 15 feet from the centerline of track and not less than 22 feet from the centerline of the roadway, said signals to be activated by DC-island track circuits supplemented with Standard No. 1T railroad STOP signs.

c. Subject to reimbursement as provided herein, furnish and install two Standard 1T railroad STOP signs, at appropriate locations, on each side of Brownell Boulevard, at the crossing; and

d. Maintain the automatic protective devices and circuitry ordered herein and maintain that portion of the crossing lying between lines drawn two feet outside each rail, and bear all the cost thereof.

4. City of Umatilla shall maintain the barricade on the north side of the track at the existing crossing, and bear all the cost thereof.

5. Umatilla County shall maintain the barricade on the south side of the track at the existing crossing, and bear all the cost thereof.

6. Each party shall notify the Commissioner upon completion of its portion of the project.

7. The Commissioner retains jurisdiction in this matter and hereby orders an investigation into the number and location of crossings needed to provide adequate access to the general area served by Brownell Boulevard.

Made, entered, and effective 5/9/83.

JOHN J. LOBDELL
Public Utility Commissioner

alm/2116N

-CL 1986-0194

9737

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 19 1986
BARBARA ROBERTS
SECRETARY OF STATE

May 14, 1986

IN REPLY REFER TO
FILE NO.:
CON 5 - #9737

Hermiston Ready Mix
P.O. Box 182
Hermiston, OR 97838

Attention: Homer Abell
President

We have received your letter dated April 1, 1986, with attached invoice, filing a claim against the following Highway Division contract:

FILED BY:	Hermiston Ready Mix
AMOUNT:	$51,872.86
FOR:	Materials and labor
AGAINST (Prime contractor):	Mocon Corporation
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section, McNary Highway, Umatilla County
SURETY:	United Pacific Insurance Company
AGENT:	Fred S. James & Co. of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

NOTED ON CARD
5/21/86 CB

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
MAY 20 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Mocon Corporation
P.O. Box 3258
Salem, OR 97302

United Pacific Insurance Co.
Bond Department
33405-8th Ave. S. C-3000
Federal Way, WA 98003

United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Lloyd Center Tower
Portland, OR 97232

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188 (10-85)

HERMISTON READY MIX
P.O. Box 182, Old River Road, Hermiston, Oregon 97838
503-567-5214

April 1, 1986

Mr. Robert Gormsen
Oregon Dept. of Transportation
Transportation Bldg., Rm. 121
Salem, OR 97310

Dear Mr. Gormsen:

This is a Notice of Claim on file #9737 for materials and labor delivered to Mocon Corporation in the amount of $51,872.86.

The attached billing is a breakdown of the charges to Mocon.

Sincerely,

Homer Abell
Homer Abell
President

HLA:rec

RECEIVED
APR 3 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATEMENT

HERMISTON READY-MIX CO.
EXCAVATING & CRANE SERVICE
P.O. Box 182 Phone 567-5214
Hermiston, Oregon 97838

Mocon Corporation
P.O. Box 3258
Salem, OR 97302

DETACH AND RETURN THIS STUB WITH YOUR REMITTANCE. March 31, 1986
CANCELED CHECK IS YOUR RECEIPT.

DATE	DESCRIPTION	INVOICE NO.	CHARGES	√	CREDITS	BALANCE
	BALANCE FORWARD					
	Equipment Rental		10,734.00			
	CTB Equip. Rent		4,638.00			
	Concrete Account		6,688.87			
	Cement Account		50.98			
	Asphalt Account		185.40			
	Rock Account		28,327.96			
	Labor & Supplies		1,247.65			51,872.86

TERMS: Due the 10th. A charge of 1½% per month (ANNUAL PERCENTAGE OF 18%) will be charged on past due accounts. (MINIMUM CHARGE 50¢)

PLEASE PAY LAST AMOUNT IN THIS COLUMN

HERMISTON READY-MIX CO.

jc

973

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINI TION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE December 3, 1985

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:

Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK

Sign relocation work

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON A XXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 12/3/85 as requested in Mr. Fredrickson's letter of 3/3/86 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 15 is approved to a TEC of $2,000; Federal Funds $1,844.

RECEIVED
STATE HWY ENGR
APR 2 '86
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign.	Act	File

Orig. to
4/2

14. DATE 4/1/86

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

WEEKLY REPORT FOR CONSTRUCTION PROJECTS

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

WEEK ENDING: March 29, 1986

PROJECT NAME (SECTION): Columbia River Br. – Umatilla River Sec.

CONTRACT NO: 9737

HIGHWAY: McNary

COUNTY: Umatilla

F A PROJECT NO: I-82-1(3)00

CONTRACTOR: Mocon Corporation

KIND OF WORK: Grading, Paving, Stru., Signing & Signals

DATE OF AWARD: Nov. 30, 1983

PROJECT AUTHORIZATION

CURRENT AUTHORIZATION $ 5,927,569.85

ESTIMATED PROJECT COST $ 5,937,871.13

ESTIMATED PERCENT OVERRUN/~~UNDERRUN~~ 0.2 %

ENGINEERING

AUTHORIZATION $ 421,729.41

COST THIS WEEK $ 00.00

TOTAL TO DATE $ 496,497.00

PERCENT OF AUTHORIZATION 118 %

FIRST NOTIFICATION DATE: Jan. 3, 1984

ESTIMATED DATE OF COMPLETION, OR

SECOND NOTIFICATION DATE AND: Nov. 16, 1985

ESTIMATED SEMIFINAL SUBMITTAL DATE: April 1, 1986

AVERAGE FORCE ON PROJECT THIS WEEK: SUPERVISORS: 0 WORKERS 0

PERCENT CONTRACT WORK COMPLETED: 99 %

CONTRACT TIME UNIT	DATE OF SPECIFIED COMPLETION	DAYS AVAILABLE OR LIMITING NO. OF DAYS	ELAPSED TIME OR DAYS CHRGD. TO END OF WEEK	PRESENT TIME ELAPSED OR CHARGED	EXPECT TO COMPLETE UNIT ON TIME
Calendar Days	**	676	703.5	104	No

CONTRACT STATUS	GRADING	BASE	PAVING	SIGNALS	STRUCTURES	PCC Pave
ORIG. CONTRACT QUANTITIES	791,515cy	36,700tn	9,000tn			25,470sy
EST. CORRECTED QUANTITIES	877,000cy	35,793tn	8,929tn			25,738sy
EST. PERFORMED TO DATE	877,000cy	35,793tn	8,929tn			25,738sy
PERCENT PERFORMED TO DATE	100%	100%	100%	100%	100%	100%

ACTIVITIES THIS WEEK:
Semi-Final submitted to Region.

PROJECT VISITORS:

ACTIVITIES ANTICIPATED NEXT WEEK:
None.

PROJECT MANAGER COMMENTS (INCLUDE DATE AND REASON FOR SUSPEND WORK ORDERS):
Overtime this week: None

PROJECT MANAGER (SIGN) by
Michael J. Gardner

F

DISTRIBUTE AS INDICATED BY THE MARGINALS. GENERALLY SUBMIT THE ORIGINAL AND TWO COPIES TO THE CONSTRUCTION SECTION AND ONE COPY TO REGION.

734-3001 (REV. 1-86)

CONSTRUCTION SECTION

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

March 4, 1986
IN REPLY REFER TO

HFO-OR/380.2

RECEIVED
STATE HWY ENGR
MAR 6 '86
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					✓	

NOTED
W. E. SCHWARTZ

Orig to
3/7

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Portland Cement Concrete Paving
85-IND-1(B)

During the 1985 construction season our Engineers reviewed eight PCC paving projects while construction activities were underway. The projects reviewed were:

North Tigard - South Tigard
North Jefferson - North Albany
North Albany - Lebanon/Corvallis Interchange
Goshen - Cottage Grove
Elkhead Road - Rice Hill
Banfield Freeway
North Powder - Baldock Slough
Columbia River Br. - Umatilla River

The following findings and recommendations are presented for your consideration. While these deficiencies were not common to all projects they were encountered often enough to warrant your attention.

1. FINDINGS

Project personnel (State and Contractor) were not always aware of the contract requirements and the importance of certain practices such as mix consistency, timely sawing, preparation of area for slip form paving equipment to operate on, construction joint construction, timely texturing, water application during the finishing process, etc.

RECOMMENDATIONS

Contract provisions should include a requirement for a pre-paving conference involving State and contractor personnel similar to that required for AC paving. A PCC inspector refresher course should also be developed and conducted for all project personnel assigned to PCC paving projects.

2. FINDINGS

Tie bars between adjacent concrete panels poured separately were being inserted in the plastic concrete. This oftentimes resulted in undesirable edge slump, poor positioning of the tie bars, and unsatisfactory bond between the tie bar and the concrete.

RECOMMENDATION

Require the tie bars to be installed by drilling and epoxying into the hardened concrete prior to pouring the adjacent panel.

3. FINDINGS

Sawing of the longitudinal joint was not always being accomplished in a timely manner. Some pavement segments remain unsawed several months after completion. Other pavements have random longitudinal cracks near centerline which is an indicator of late sawing of the centerline joint.

RECOMMENDATIONS

The contractor should be required to saw the centerline joint in a timely manner as set forth in the contract. Concrete placement should not be allowed unless the contractor has sufficient sawing equipment and personnel available to accomplish necessary sawing in accordance with contract specifications. Project personnel should be made aware of the importance of timely sawing and instructed to strictly enforce contract requirements.

4. FINDINGS

The specifications provide for the surface texture to meet the texture of a standard reference block. This standard reference block was not found on most projects.

RECOMMENDATIONS

This specification requirement, if considered necessary, should be enforced. Otherwise, this specification requirement should be eliminated.

5. FINDINGS

Excessive water was being applied to the concrete surface during finishing operations. On one project water was being applied from spray nozzles installed on the float finishing machine. Excessive water is highly detrimental to the durability of the surface mortar.

RECOMMENDATIONS

Specification requirements should be strictly enforced regarding application of water during the finishing process.

6. FINDINGS

An unusual amount of grinding is required to obtain the specified smoothness. This appears to be a result of several things,such as; spreading and finishing with a single machine, poorly prepared grades on which the slip form paving equipment must travel, inconsistency of the concrete mix, and end dumping directly into the spreading and finishing machines.

RECOMMENDATIONS

Require two machines - one for spreading and the second for finishing. Enforce contract specifications concerning preparation of the area on which the slip form paving equipment operates. Obtain mix consistency by requiring strict control of the mix ingredients by the contractor. Require the plastic concrete be deposited by side conveyor. (Let's get back to the good old days when specified pavement smoothness was easily obtained without grinding, except at an occasional construction joint.)

7. FINDINGS

Traffic was allowed on new PCC pavement prior to obtaining the specified smoothness. The impact loadings caused by rough pavement are highly detrimental to pavement performance and particularly so when applied to partially cured pavements.

RECOMMENDATIONS

Traffic should not be allowed on the new pavements until a specified smoothness is obtained.

8. FINDINGS

Length of stages were too restrictive under most project conditions. In some cases contract changes were allowed to lengthen the stages providing for fewer stops, less traffic interruption, and more timely completeness of the construction work.

RECOMMENDATIONS

Based on experience to date it appears the length of the stages can be significantly increased without adversely affecting traffic operation. More consideration should be given during project development to tailor the length of the stages to conditions associated with each individual project.

9. FINDINGS

Twenty six foot wide concrete ramps were constructed in four foot, 16 foot and six foot panels. The sixteen foot panel was then sawed at 12 feet, resulting in two four foot panels, a 12 foot panel, and a six foot panel.

RECOMMENDATIONS

Sawing the 16 foot panel into a 12 foot and a four foot panel is not necessary. Future plans should clearly provide for longitudinal joints only at the four and six foot shoulder lines. It is not necessary to provide a longitudinal joint within the 16 foot panel.

Many of the above findings and recommendations have already been discussed with members of your staff, and are in various stages of implementation. All of them are worthy of your consideration and implementation and should significantly benefit pavement performance.

Over the years Oregon has enjoyed outstanding PCC pavement performance results and is considered a national leader in this respect. This success in large part has been due to a strong program involving good design and construction practices. Measures should be taken to continue and reinforce these practices.

Your favorable consideration of our recommendations is requested. We would appreciate a response by April 4, 1986.

Sincerely yours,

Original Signed by
ROBERT E. [illegible]
Dep. Division Administrator

Dale E. Wilken
Division Administrator

cc:
OSHD (W. E. Schwartz, Engr)
OSHD (C. O. Fredrickson, Const)
OSHD (D. O. Christensen, Rd Des)
Region HEO-010

CL 1986-0101

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAR 4 1986
BARBARA ROBERTS
SECRETARY OF STATE

February 27, 1986

IN REPLY REFER TO
FILE NO.: CON 5
#9737

J & D Electric, Inc.
P.O. Box 277
Boardman, OR 97818

Attention: Karen Pettigrew

We have received your letter of January 27, 1986, with attached outstanding billings, to Mocon on the Umatilla Exit Project. You have indicated that this work was a part of Contract 9737.

FILED BY:	J & D Electric, Inc.
AMOUNT:	$3,395
AGAINST(Prime Contractor):	Mocon Corporation
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge - Umatilla River Section, McNary Highway Umatilla County
SURETY:	United Pacific Insurance Company
AGENT:	Fred S. James & Co. of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
MAR 5 - 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: Mocon Corporation
P.O. Box 3258
Salem, OR 97302

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Portland, OR 97232

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
5/20/86 CB

J & D ELECTRIC, INC.
ELECTRICAL CONTRACTING

~~P.O. BOX 651~~
~~WINNEMUCCA, NEVADA 89445~~
~~Tel. (702) 623-26[illegible]~~

P.O. BOX 277
BOARDMAN, OREGON 97818
Tel. (503) 481-2571

Jan. 27, 1986

Oregon Department of Transportation
Highway Division
Commission Services
P.O. Box 121
Salem, Ore. 97310

Attn: Robert Gormsen

Dear Sir,

I am writing to you in regard to some outstanding billings for MOCON, CORP..

The first billing is on invoice 3491 dated 10/18/85 for work done on the Umatilla Exit project of the I82 freeway extention. The second billing on invoice 3494 dated 11/7/85 was for cat work on the force account. I have enclosed a copy of each billing.

We will appreciate any help you can give us in this matter of collecting the money owed us.

Sincerely,

Karen Pettigrew

Karen Pettigrew

ELECTRICAL CONTRACTING

P.O. BOX 277
BOARDMAN, OREGON 97818
Tel. (503) 481-2571

NAME MOCON **DATE** 11 / 7 / 197 85

ADDRESS P.O. BOX 3258 SALEM, OR 97302

JOB:

ORDERED BY:

EQUIPMENT WORK

Quan.	Material	Amount	
	CAT		
	SLOPE GRADING 9 hrs @ 35.00	315	00
	Force account		
	Unit I		
	Koney End Abut. N. End.		
	C Toney		

TOTAL	315	00

INVOICE

J & D ELECTRIC, INC. 3491

ELECTRICAL CONTRACTING

P.O. BOX 277
BOARDMAN, OREGON 97818
Tel. (503) 481-2571

NAME MOCON DATE 10 / 18 / 197 85

ADDRESS P.O. BOX 3258 SALEM, OR 97302

JOB:

ORDERED BY:

EQUIPMENT WORK

Quan.	Material		Amount	
	CAT			
	DRAIN GRADING	10 hrs @ 35.00	350	00
	SLOPE PAVING	7 hrs @ 35.00	245	00
	SLOPE GRADING	23 hrs @ 35.00	805	00
	DUMP TRUCK			
	DRAIN GRADING	17 hrs @ 15.00	255	00
	SLOPE PAVING	7 hrs @ 15.00	105	00
	SLOPE GRADING	8 hrs @ 15.00	120	00
	BACKHOE			
	DRAIN GRADING	19 hrs @ 30.00	570	00
	SLOPE PAVING	7 hrs @ 30.00	210	00
	SLOPE GRADING	14 hrs @ 30.00	420	00
		TOTAL	3,080	00

files

MILLS & McMILLIN
Attorneys At Law
715 Commercial St. N.E.
Salem, Oregon 97301

Telephone (503) 588-0556

MICHAEL MILLS
CRAIG McMILLIN
FRANK E. BOCCI, JR.
STEPHEN A. LIPTON

December 16, 1985

#9737

GEORGE ANDERSON
Attorney at Law
120 E. Hurlburt Avenue
Hermiston, OR 97838

Re: Hermiston Tire and Auto Center, Inc.
Mocon Corporation / Davison Dozing Construction, Inc.

Dear Mr. Anderson:

I represent Mocon Corporation and our office previously represented Davison Dozing in this matter.

I have seen a copy of your letter of November 13, 1985 addressed to various entities and purporting to establish a claim against the bond of Mocon Corporation for the amount due from Davison Dozing.

I note in your statement of account that the last transaction where a charge would have been made was on September 13, 1984, well over a year prior to your November 13, 1985 notice.

I question your client's right to claim against the bond both from the nature of the labor and materials, and from their position in the hierarchy. I do not believe that many of the billings from your client were used for that particular project. Any substantiation that you have that would show that they were all used in the project would be reviewed by my client.

Thank you.

Sincerely,

Michael Mills

MM:mo
cc: Fred S. James & Company
United Pacific Insurance Co.
Robert Gormsen

claim already filed
for info only
Fran

RECEIVED
[illegible] 1985
COMMISSION [illegible] SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1985-0214
9737

FILED
DEC 09 1985
BARBARA ROBERTS
SECRETARY OF STATE

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

December 9, 1985

In Reply Refer To File No.: CON 5
#9737

George L. Anderson
Attorney at Law
120 E. Hurlburt Avenue
Hermiston, OR 97838

This will acknowledge your letter of November 13, 1985, with attached Exhibits, on behalf of Hermiston Tire and Auto Center, Inc., filing a claim against the following Highway Division Contract:

FILED BY:	Hermiston Tire and Auto Center, Inc.
AMOUNT:	$9,038.84
FOR:	Labor and materials
AGAINST (Prime Contractor):	MOCON Corporation
SUBCONTRACTOR:	Davison Dozing and Construction, Inc.
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section, McNary Highway, Umatilla County.
SURETY:	United Pacific Insurance Co.
AGENT:	Fred S. James & Co. of OR

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

RECEIVED
DEC 10 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
3-3-86 cc

Robert W. Gormsen
COMMISSION SERVICES

cc: MOCON Corporation
P. O. Box 3258
Salem, OR 97302

United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Lloyd Center Tower
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

GEORGE L. ANDERSON, P.C.
ATTORNEY AT LAW
120 E. HURLBURT AVENUE
HERMISTON, OREGON 97838

TELEPHONE (503) 567-7800

November 13, 1985

Mocon Construction
P.O. Box 3258
Salem, Oregon 97302

Cert. Mail # P 055 084 803
Return Receipt Requested

Secretary of State
136 State Capitol
Salem, Or 97310

Cert. Mail # P 055 084 804
Return Receipt Requested

✓State of Oregon
c/o Oregon Dept. of Transporation
ATTN: Robert Gormsen
Room 121
Transportation Building
Salem Or 97310

Cert. Mail # P 055 084 805
Return Receipt Requested

United Pacific Insurance Company
33405 8th Ave. So.
Federal Way, WA 98003

Cert. Mail # P 055 084 806
Return Receipt Requested

RE: Claim of Hermiston Tire & Auto Center, Inc. on United Pacific Insurance Company Bond given to Mocon Corporation, on State of Oregon Contract #9737

Dear Sirs:

I am the attorney for Hermiston Tire & Auto Center, Inc. ("Hermiston Tire") of 535 N. 1st, Hermiston, Oregon. My client joins me in this letter and claim, by the signature of Marvin Lemmon, the president of Hermiston Tire, given below.

Notice is hereby given that Hermiston Tire & Auto Center, Inc. has a claim for tire labor and materials it provided, in the sum of $9,038.84, against the bond taken from Mocon Corporation ("Mocon") with United Pacific Insurance Company as the surety for said bond, for that work known as the "Columbia River to Umatilla River Bridge Section of I-82", State of Oregon contract number 9739 (the "project"). Such material and labor was supplied by Hermiston Tire to Davison Dozing and Construction, Inc. ("Davison"), an earthmoving subcontractor of Mocon on the project.

The material this claim is based upon was generally for tire and tire-related products supplied by Hermiston Tire to earthmoving equipment of Davison while this equipment was working on the project.

The labor this claim is also based upon was generally for tire servicing, repair, replacement and installation supplied by Hermiston Tire to earthmoving equipment of Davison while this equipment was working on the project.

An itemization of the charges for the labor and materials supplied, with a summary of credits against those charges, dates and numbers of invoices, work orders and payment slips, is set forth more specifically on Exhibit A attached hereto. The labor and materials and credits are even more specifically described on Exhibit B attached hereto which consists of 40 pages. Exhibits A and B are incorporated into this notice by this reference.

The labor and materials itemized in Exhibits A and B were supplied for the prosecution of the work in the project, contract number 9747, and the sums itemized for said labor and materials are the reasonable value of said labor and materials. Said labor and materials were supplied to Davison on or about the dates indicated on Exhibits A and B.

Please also be advised that Davison's responsibility for these sums has already been determined in the case of Hermiston Tire & Auto Center, Inc. v. Davison Dozing & Construction, Inc., Umatilla County Circuit Court No. 85-164. For your reference, a copy of the Amended Complaint and a conformed copy of the Stipulated Judgment are being sent to you as Exhibits C and D respectively. The claim in this letter is $2,000 less than the basic judgment sum, because Davison paid $2,000 on the judgment on August 16, 1985, as indicated on Exhibits A and B.

Notice is hereby given to all parties that if this claim is not accepted within 30 days from the date of this letter, that a suit will be filed on the United Pacific Insurance Company bond pursuant to ORS 279.029. I regret having to threaten this action, but we have been quite unsuccessful in collecting from Davison.

Thank you for your attention in this matter.

Very truly yours,

GEORGE L. ANDERSON, P.C.

By: ______________________
George L. Anderson

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

HERMISTON TIRE AND AUTO CENTER, INC.

By: Marv Lemmon
Marvin Lemmon
President

cc: Marv Lemmon w/o attachments

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT "A"

STATEMENT OF ACCOUNT

Date	Reference No.	Charges	Credits	Balance
3/6/84	13712:H	$ 90.00		$ 90.00
3/13/84	14101:H	120.50		
3/15/84	14177:H	116.50		
3/20/84	14424:H	94.50		
4/6/84	15396:H	24.00		
4/6/84	15380:H	1,280.00		
4/11/84	15634:H	769.08		
4/16/84	15890:H	81.20		
4/20/84	16125:H	128.50		
4/25/84	16382:H	160.00		2,864.28
4/27/84	2897:H		$ 421.50	2,442.78
5/1/84	16664:H	116.50		
5/3/84	16789:H	197.00		
5/7/84	16889:H	78.00		
5/9/84	17055:H	92.20		
5/14/84	17281:H	174.85		
5/15/84	17324:H	108.50		
6/7/84	18478:H	217.00		
6/7/84	18485:H	40.00		3,466.83
6/7/84	3415:H		1,673.70	1,793.13
6/11/84	18162:H	6,197.50		
6/18/84	18989:H	108.50		
6/11/84	18602:H	260.00		8,359.13
7/2/84	3741:H		792.16	7,566.97
7/5/84	19563:H	73.75		
7/7/84	19932:H	2,981.50		
7/13/84	20203:H	199.90		
7/16/84	20335:H	238.40		
7/18/84	20504:H	146.50		
7/19/84	20541:H	261.50		
7/24/84	20810:H	60.80		
7/26/84	20226:H	5,900.00		
7/26/84	20859:H	20.00		
8/1/84	21205:H	116.50		
8/9/84	21645:H	126.20		17,692.02
8/10/84	4235:H		4,000.00	13,692.02
8/16/84	21952:H	124.00		
9/13/84	23495:H	191.00		
10/10/84	5019:H		2,968.18	11,038.84
8/16/85	28395		2,000.00	9,038.84

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT A

GOODYEAR

bandag

ORIGINAL

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	13712:H
ORDER DATE	**INVOICE DATE**
03/06/84	03/06/84

INVOICE

W

L

TIME:

TIME PROMISED:

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE
BOMAG ROLLER			

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	SD

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
JS	1	RDSO	SERVICE CALL FOR 23.1-26	15.00	.00	15.00
JS	50	CAL3	CAL CHLOR PER GAL-FRNT OR REAR	1.00	.00	50.00N
JS	1	SHOP	LABOR 1 HOUR	25.00	.00	25.00N
JS		***	***SIGNED BY DARWIN SHCULTZ			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
52	.00	.00	.00	.00	.00	.00	90.00	90.00

SUB-TOTAL: 90.00

PAY THIS AMOUNT 90.00

METHOD OF PAYMENT

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them. Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

X

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE		EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	14101 H
ORDER DATE	**INVOICE DATE**
03/13/84	03/13/84

INVOICE

W

L

TIME:

TIME PROMISED:

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	SD

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD	1	FLT100	FLAT REPAIR 33.5-33	67.00	.00	67.00N
MD	1	BOOT2	PX#12BOOT	12.00	.00	12.00N
MD	1	O-RING 33	33" O-RING	14.00	.00	14.00N
MD	1	410	1/2 BUCKET MURPHY'S	7.50	.00	7.50

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
5	7.50	26.00	.00	.00	.00	.00	87.00	120.50

SUB-TOTAL: 120.50

PAY THIS AMOUNT 120.50

METHOD OF PAYMENT

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
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NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

X

Thank You

ADDITIONAL AUTHORIZATION | TIME | PHONE | EXT. | CUSTOMER INITIALS | AMOUNT

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	14177:H
ORDER DATE	**INVOICE DATE**
03/15/84	03/15/84

INVOICE

W

TIME: TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	SD

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD	1	FLT100	FLAT REPAIR 33.5-33	67.00	.00	67.00N
MD	1	410	BOOT#8	8.00	.00	8.00
MD	1	O-RING 33	33" O-RING	14.00	.00	14.00N
MD	1	410	1/2 BUCKET MURPHYS	7.50	.00	7.50
MD		***	TERREX #12, RIGHT REAR			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
5	15.50	14.00	.00	.00	.00	.00	87.00	116.50

SUB-TOTAL: 116.50

SECURITY AGREEMENT

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PAY THIS AMOUNT	116.50
METHOD OF PAYMENT	

TENDERED: CHANGE:

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

Jm

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	14424:H
ORDER DATE	**INVOICE DATE**
03/20/84	03/20/84

INVOICE

W

L

TIME:

TIME PROMISED:

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE
TERREX SCRAPER#24			

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	SD

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD	1	MNT14	DISMOUNT & MOUNT 33.5-33	67.00	.00	67.00N
MD	1	410	1/2 BUCKET MURPHYS	7.50	.00	7.50
MD		***	***TERREX SCRAPER #24			

UNITS	MERCHANDISE	MISC	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
3	7.50	.00	.00	.00	.00	.00	87.00	94.50

SUB-TOTAL: 94.50

PAY THIS AMOUNT 94.50

METHOD OF PAYMENT

TENDERED: CHANGE:

SECURITY AGREEMENT

[illegible] Seller for everything I [illegible] hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] I have a balance due [illegible] Seller will send me a bill after the end of each month. The bill will show my total unpaid

[illegible] Seller is [illegible] Seller may take any or all of the following actions, in addition to other actions allowed Seller under law: [illegible] declare everything I owe Seller immediately due.
[illegible] take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible] in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec[illegible] described below. Seller may file copies of this agreement as a financing statement.
[illegible] I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
[illegible] I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] Seller's lawyer fees and court costs both at trial and on appeal.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

x

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE		EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire
& Auto Center, Inc.
535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	153961H
ORDER DATE	INVOICE DATE
04/06/84	04/06/84

INVOICE

TIME:

TIME PROMISED:

W

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749
EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	SD

OYFE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
	6	RHOSIDE	R/HAND OUTSIDE NUT	2.00	.00	12.00N
	1	RHISIDE	R/HAND INSIDE NUT L/HAND	3.00	.00	3.00N
	1	MNT14	DISMOUNT & MOUNT 1100-20	9.00	.00	9.00N
		***	**WHEEL ON DRIVER CRACKED PUT			
		***	ON TRAILER			

	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
8	15.00	.00	.00	.00	.00	.00	9.00	24.00

SUB-TOTAL: 24.00

PAY THIS AMOUNT 24.00

METHOD OF PAYMENT

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SECURITY AGREEMENT

Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law: everything I owe Seller immediately due.
back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec- listed below. Seller may file copies of this agreement as a financing statement.
of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe. lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will lawyer fees and court costs both at trial and on appeal.

ICE: The following conditions apply to all sales except re Seller issues a written warranty.
ER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX- ES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND EQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, HID PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
aser acknowledges having received the goods described above and g read and received a copy of the security agreement.

EXHIBIT B

Thank You

DITIONAL AUTHORIZATION	TIME PHONE		EXT	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	15380:H
ORDER DATE	**INVOICE DATE**
04/05/84	04/06/84
INVOICE	

W

TIME:

TIME PROMISED:

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749
EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
ROUTE	NET 10TH	SD

PLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
	8	USE3	1100X22 UNIROYAL TIRE	160.00	.00	1280.00

NITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
8	1280.00	.00	.00	.00	.00	.00	.00	1280.00

SUB-TOTAL: 1280.00

SECURITY AGREEMENT

[illegible] to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

[illegible] Seller as agreed. Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
[illegible] may declare everything I owe Seller immediately due
[illegible] may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible] to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec-[illegible] described below. Seller may file copies of this agreement as a financing statement.
I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe
I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT	1280.00
METHOD OF PAYMENT	

TENDERED: CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

OTICE: The following conditions apply to all sales except here Seller issues a written warranty.
LLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER IS EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX-UDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND NSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, MERD PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
chaser acknowledges having received the goods described above and ving read and received a copy of the security agreement.

EXHIBIT B

Thank You

DDITIONAL AUTHORIZATION:	TIME	EXT	CUSTOMER INITIALS		AMOUNT	

Hermiston T_e & Auto Center, Inc.

bandag

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

C.O.D.

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	15634 H
ORDER DATE	INVOICE DATE
04/11/84	04/11/84

WORK ORDER

W

TIME:

TIME PROMISED:

L

DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
ROUTE		SD

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
L	1	SEC175	33.5X33 SECTION REPAIR (NW)	769.08	.00	769.08

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
1	769.08	.00	.00	.00	.00	.00	.00	769.08

SUB-TOTAL: 769.08

SECURITY AGREEMENT

agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center Inc Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and everal. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid alance

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

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PAY THIS AMOUNT	769.08
METHOD OF PAYMENT	

TENDERED: CHANGE:

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Purchaser acknowledges having received the goods described above and aving read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME		CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire
& Auto Center, Inc.
535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	15890:H
ORDER DATE	**INVOICE DATE**
04/16/84	04/16/84

INVOICE

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749
EXT.

TIME:
TIME PROMISED:

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE
GALION 118 / GRADER			

REFERENCE	TERMS	WRITTEN BY
DALE CALLED	NET 10TH	TML

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
EK		***	GREEN GRADER - FLAT R/R			
EK		***	BEHIND CROSS-ROADS CAFE			
EK	1	RDSO	SERVICE CALL	15.00	.00	15.00
EK	1	MNT12	DISMOUNT & MOUNT 1400X24	28.00	.00	28.00N
EK		***	GRADER / ON			
EK	1	193-441-220	1300/1400-24 GRDR TUBE BU220A	38.20	.00	38.20N

Know one would sign Invoice - Not Authorized ?

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
3	38.20	.00	.00	.00	.00	.00	43.00	81.20

SUB-TOTAL: 81.20

PAY THIS AMOUNT 81.20

METHOD OF PAYMENT

TENDERED: CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SECURITY AGREEMENT

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Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

X Darwin Schutt

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	16125:H
ORDER DATE	**INVOICE DATE**
04/20/84	04/20/84

INVOICE

W

TIME: TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	KL

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD		***	4/18/84			
MD	1	MNT41	DISMOUNT - 33.5X33	33.50	.00	33.50N
MD	1	RDSO	SERVICE CALL - 4/20/84	20.00	.00	20.00
MD	1	MNT40	MOUNT - 33.5X33	33.50	.00	33.50N
MD	1	15-450	33" O-RING	14.00	.00	14.00N
MD	1	#882	BUCKET MURPHY'S	7.50	.00	7.50
MD		***	LEFT FRONT TIRE			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
6	.00	21.50	.00	.00	.00	.00	107.00	128.50

SUB-TOTAL: 128.50

PAY THIS AMOUNT 128.50

METHOD OF PAYMENT

TENDERED: CHANGE:

SECURITY AGREEMENT

[illegible] to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible]. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible]

[illegible] to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
[illegible] Seller may declare everything I owe Seller immediately due.
[illegible] Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible], in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec[illegible] described below. Seller may file copies of this agreement as a financing statement.
[illegible] I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
[illegible] I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] of Seller's lawyer fees and court costs both at trial and on appeal.

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MERD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION | TIME PHONE | EXT. | CUSTOMER INITIALS | | AMOUNT |

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	163032 H
ORDER DATE	INVOICE DATE
04/25/84	04/25/84
WORK ORDER	

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

TIME:

TIME PROMISED:

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
		SD

PLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
	4	USE2	USED LIGHT TRUCK TIRE	20.00	.00	80.00
	4	USE9	USED LIGHT TRUCK WHEEL	20.00	.00	80.00

ITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
8	160.00	.00	.00	.00	.00	.00	.00	160.00

SUB-TOTAL: 160.00

SECURITY AGREEMENT

to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

to pay Seller as agreed. Seller may take any or all of the following actions, in addition to other actions allowed Seller under law: may declare everything I owe Seller immediately due. may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec described below. Seller may file copies of this agreement as a financing statement. pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe. pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT ▶	160.00
METHOD OF PAYMENT	

TENDERED: CHANGE:

TICE: The following conditions apply to all sales except ere Seller issues a written warranty.
ER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER S EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX DES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND EQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, MERD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
haser acknowledges having received the goods described above and ng read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

DITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire
& Auto Center, Inc.
535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395- H	2897:H
ORDER DATE	**INVOICE DATE**
	04/27/84
*** PAYMENT ***	

TIME:

TIME PROMISED:

W

L

DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	CHECK #: 2142	JM

EXT.

LOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
			ROA-MAIL			421.50
			THANK YOU			

ITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL

SECURITY AGREEMENT

[illegible] Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] a balance due Seller. Seller will send me a bill after the end of each month. The bill will show my total unpaid

[illegible] Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
[illegible] everything I owe Seller immediately due.
[illegible] any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible] without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec- [illegible] below. Seller may file copies of this agreement as a financing statement.
[illegible] pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
[illegible] pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:

PAYMENT RECEIVED: 421.50

PAY THIS AMOUNT ▶	PAYMENT
METHOD OF PAYMENT	

TENDERED: 421.50 CHANGE: .00

TICE: The following conditions apply to all sales except ere Seller issues a written warranty.
LER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER S EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX- DES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND QUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
chaser acknowledges having received the goods described above and ing read and received a copy of the security agreement.

EXHIBIT B

x

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTA

Thank You

DITIONAL AUTHORIZATION ▸	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	16664:H
ORDER DATE	**INVOICE DATE**
05/01/84	05/01/84

INVOICE

W

TIME: TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD	1	FLT31	FLT REP GRD-LODR-33.5X33	67.00	.00	67.00N
MD	1	15-450	33" O-RING	14.00	.00	14.00N
MD	1	#410	1/2 BUCKET MURRFY'S	7.50	.00	7.50
MD	1	BOOT2	1PX #8 BOOT	8.00	.00	8.00N

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
5	7.50	22.00	.00	.00	.00	.00	87.00	116.50

SUB-TOTAL: 116.50

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] I have a balance due Seller. Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible]

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
1. Seller may declare everything I owe Seller immediately due
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property, in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT	116.50
METHOD OF PAYMENT	

TENDERED: CHANGE:

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE		EXT.	CUSTOMER INITIALS		AMOUNT	

Hermiston Tire & Auto Center, Inc.

bandag

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	16789:H
ORDER DATE	**INVOICE DATE**
05/03/84	05/03/84

INVOICE

W

TIME: TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE
TEREX SCRAPER			

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	SD

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD	2	MNT14	DISMOUNT & MOUNT 33.5X33	67.00	.00	134.00N
MD	2	15-450	33" O-RING	14.00	.00	28.00N
MD	1	#410	1 BUCKET MURPHY'S	15.00	.00	15.00

BOTH TIRE WERE
ON RIGHT REAR
OF 2 DIFERENT
SCRAPERS.

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
6	15.00	28.00	.00	.00	.00	.00	154.00	197.0

SUB-TOTAL: 197.0

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT	197.0
METHOD OF PAYMENT	

TENDERED: CHANGE:

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank Yo

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

Jm

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	16889:H
ORDER DATE	**INVOICE DATE**
05/07/84	05/07/84
WORK ORDER 7	

W

TIME: TIME PROMISED:

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
		SD

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
K	1	FLT3	FLAT REPAIR 1200X20 MED TK ON	10.00	.00	10.00N
K	1	BOOT3	REPAIR BOOTS/PLUGS-NEW	3.00	.00	3.00N
K	1	USE10	USED MEDIUM TRUCK WHEEL 20"	65.00	.00	65.00
K		***	TRUCK #14 WATER TRUCK			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
3	65.00	3.00	.00	.00	.00	.00	10.00	78.00

SUB-TOTAL: 78.00

PAY THIS AMOUNT 78.00

METHOD OF PAYMENT

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

TENDERED: CHANGE:

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

ELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER ERS EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, NC. MERD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT

x Danny Davison

Thank You

ADDITIONAL AUTHORIZATION	TIME		CUSTOMER		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	17055:H
ORDER DATE	**INVOICE DATE**
05/09/84	05/09/84
INVOICE	

W

TIME: TIME PROMISED:

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE
GRADER #118			

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

PLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
S	1	RDS0	SERVICE CALL	20.00	.00	20.00
S	1	FLT30	FLT REP GRD-LODR-1400X24	28.00	.00	28.00N
S	1	193-441-220	1300/1400-24 GRDR TUBE BU220A	38.20	.00	38.20N
S	1	BOOT6	REPAIR BOOTS/PLUGS-NEW	6.00	.00	6.00N
S		***	SIGNED BY DARWIN			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
4	38.20	6.00	.00	.00	.00	.00	48.00	92.20

SUB-TOTAL: 92.20

PAY THIS AMOUNT 92.20

METHOD OF PAYMENT

TENDERED: CHANGE:

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

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1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
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NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	17281:H
ORDER DATE	**INVOICE DATE**
05/14/84	05/14/84
INVOICE	

W

TIME:　　　TIME PROMISED:

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS　　OR　97338

(503) 623-4749　EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
0	1	USE6	USED INDUSTRIAL TIRE	100.00	.00	100.00
0	1	193-441-220	1300/1400-24 GRDR TUBE BU220A	31.85	.00	31.85N
0	1	RDSO	SERVICE CALL	15.00	.00	15.00
0	1	MNT31	DIS/MNT GR-LODR-1400-24	28.00	.00	28.00N
0		***	GRADER #6			
0		***	SIGNED BY D DAVISON			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
4	131.85	.00	.00	.00	.00	.00	43.00	174.85

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:	174.85
PAY THIS AMOUNT	174.85
METHOD OF PAYMENT	

TENDERED:　　CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC MFRD PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

Thank You

EXHIBIT B

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

Jm

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	17324:H
ORDER DATE	**INVOICE DATE**
05/15/84	05/15/84

INVOICE

W

L

TIME:

TIME PROMISED:

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD	1	MNT32	DIS/MNT GR-LODR-33.5X33	67.00	.00	67.00N
MD	1	15-450	33" O-RING	14.00	.00	14.00N
MD	1	#401	1/2 BUCKET MURRFYS	7.50	.00	7.50

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
4	7.50	14.00	.00	.00	.00	.00	87.00	108.50

SUB-TOTAL: 108.50

PAY THIS AMOUNT 108.50

METHOD OF PAYMENT

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SECURITY AGREEMENT

[illegible] to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible]

[illegible] to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
1. Seller may declare everything I owe Seller immediately due.
Seller may take back any goods bought under the account if I do not pay for them. Seller may enter my driveway, garage, or similar [illegible] in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec[illegible] costs described below. Seller may file copies of this agreement as a financing statement.
2. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
3. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] all of Seller's lawyer fees and court costs both at trial and on appeal.

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MERD PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE		EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire
& Auto Center, Inc.
535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	18478:H
ORDER DATE	**INVOICE DATE**
06/07/84	06/07/84
INVOICE	

W

L

TIME:

TIME PROMISED:

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	2	FLT30	335X33 FLAT REPAIR	67.00	.00	134.00
MD	1	BOOTR12	BOOT RADIAL PATCHES RX12	12.00	.00	12.00
MD	1	BOOT6	PX #8 BOOT/PLUG-NEW	8.00	.00	8.00
MD	2	15-450	33" O-RING	14.00	.00	28.00
MD	1	#882	1 BUCKETY MURFY'S	15.00	.00	15.00
MD	1	RDSO	SERVICE CALL	20.00	.00	20.0

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
8	15.00	48.00	.00	.00	.00	.00	154.00	217.0

SUB-TOTAL: 217.0

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT	217.0
METHOD OF PAYMENT	

TENDERED: CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

Thank You

EXHIBIT B

ADDITIONAL AUTHORIZATION	TIME		EXT	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	18485:H
ORDER DATE	**INVOICE DATE**
06/07/84	06/07/84

INVOICE

W

TIME:

TIME PROMISED:

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

PLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
P	1	USE2	USED 950X16S TIRE	40.00	.00	40.00

IS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
1	40.00	.00	.00	.00	.00	.00	.00	40.00

SUB-TOTAL: 40.00

PAY THIS AMOUNT 40.00

METHOD OF PAYMENT

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SECURITY AGREEMENT

[illegible] Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] a balance due Seller. Seller will send me a bill after the end of each month. The bill will show my total unpaid

[illegible] Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
[illegible] everything I owe Seller immediately due
[illegible] back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible] to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec- [illegible] below. Seller may file copies of this agreement as a financing statement.
[illegible] of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe [illegible] all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] Seller's lawyer fees and court costs both at trial and on appeal.

OTICE: The following conditions apply to all sales except here Seller issues a written warranty.

LLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER IRS EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND ONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, IC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

urchaser acknowledges having received the goods described above and aving read and received a copy of the security agreement.

EXHIBIT B

Darwin Schulte

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

JM

CUSTOMER NUMBER	REFERENCE NUMBER
28395- H	3415:H
ORDER DATE	**INVOICE DATE**
	06/07/84

*** PAYMENT ***

W

L

TIME:

TIME PROMISED:

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE

EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	CHECK #: 2214	JM

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
			ROA-CHECK#2214			1673.70
			THANK YOU			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL

SECURITY AGREEMENT

[illegible] to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible]

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
Seller may declare everything I owe Seller immediately due.
Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible] in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
1. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
1. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:

PAYMENT RECEIVED: 1673.70

PAY THIS AMOUNT ▶	PAYMENT
METHOD OF PAYMENT	

TENDERED: 1673.70

CHANGE: .00

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

x

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	18162:H
ORDER DATE	**INVOICE DATE**
06/01/84	06/11/84

INVOICE

W

TIME:

TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
ROUTE	NET 10TH	BB

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	2	#401	33.5X33 E-3 GDY 32 PLY	2950.00	.00	5900.00
MD	3	15-450	33" O-RING	14.00	.00	42.00N
MD		***	TIRES COMING IN FROM GOODYEAR			
MD	6	RDS9	6 HOURS LABOR	35.00	.00	210.00
MD	1	ACCESSORIES	1 1/2 BUCKET MURPHYS	22.50	.00	22.50N
MD	1	STM2	VALVE CORE--LARGE BORE	1.00	.00	1.00N
MD	2	STM2	VALVE CAP--LARGE BORE	1.00	.00	2.00N
MD	1	RDS0	SERVICE CALL	20.00	.00	20.00

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
16	5925.50	42.00	.00	.00	.00	.00	230.00	6197.50

SUB-TOTAL: 6197.50

SECURITY AGREEMENT

[illegible] to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] I have a balance due Seller. Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible]

[illegible] pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
[illegible] Seller may declare everything I owe Seller immediately due.
[illegible] Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible] in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec[illegible] described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] all of Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT 6197.50

METHOD OF PAYMENT

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

As Per Dale

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

Thank You

EXHIBIT B

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	18989:H
ORDER DATE	**INVOICE DATE**
06/18/84	06/18/84

INVOICE

W

TIME:

TIME PROMISED:

L

DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
[illegible]	NET 10TH	SD

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
D	1	RDSO	SERVICE CALL	20.00	.00	20.00
D	1	MNT14	DISMOUNT & MOUNT 33.5X33	67.00	.00	67.00N
D	1	15-450	33" O-RING	14.00	.00	14.00N
D	1	#410	1/2 BUCKET MURPHY'S	7.50	.00	7.50

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
4	7.50	14.00	.00	.00	.00	.00	87.00	108.50

SUB-TOTAL: 108.50

PAY THIS AMOUNT 108.50

METHOD OF PAYMENT

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible]

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible] for to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec[illegible] described below. Seller may file copies of this agreement as a financing statement.
3. [illegible] pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. [illegible] will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] all of Seller's lawyer fees and court costs both at trial and on appeal.

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SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME	EXT	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	18602:H
ORDER DATE	**INVOICE DATE**
06/11/84	06/11/84
WORK ORDER	

W

TIME:

TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
		BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
JG	4	785-854-076	P19575R14 CUST POLY STLRAD XNW	60.00	.00	240.00N
JG	4	BALS	BALANCE	5.00	.00	20.00N

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
8	240.00	.00	.00	.00	.00	.00	20.00	260.00

SUB-TOTAL: 260.00

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT	260.00
METHOD OF PAYMENT	

TENDERED: CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME	EXT	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395- H	3741:H
ORDER DATE	**INVOICE DATE**
	07/02/84
*** PAYMENT ***	

W

L

DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

TIME:

TIME PROMISED:

EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	CHECK #: 2282	KL

ɪPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
			ROA - MAIL			792.16
			THANK YOU			

ɪNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL

SECURITY AGREEMENT

...to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & ... Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and ... When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

...pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
Seller may declare everything I owe Seller immediately due.
Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar ... in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE ...S BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec... described below. Seller may file copies of this agreement as a financing statement.
I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will ... of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:

PAYMENT RECEIVED: 792.16

PAY THIS AMOUNT	PAYMENT
METHOD OF PAYMENT	

TENDERED: 792.16 CHANGE: .00

OTICE: The following conditions apply to all sales except here Seller issues a written warranty.

LLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER RS EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND NSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, C MERD PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

urchaser acknowledges having received the goods described above and aving read and received a copy of the security agreement.

EXHIBIT B

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Thank You

ADDITIONAL AUTHORIZATION	TIME		EXT	CUSTOMER INITIALS		AMOUNT

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	19563:H
ORDER DATE	**INVOICE DATE**
06/29/84	07/05/84
INVOICE	BB

W

TIME:

TIME PROMISED:

L

CUSTOMER

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
RL	25	ACCESSORIES	LARGE BORE CORES	2.95	.00	73.75N
RL		***	GAVE THESE TO RANDY ON 7/3/84			
			As Per Randy, HTA			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
25	73.75	.00	.00	.00	.00	.00	.00	73.75

SUB-TOTAL: 73.75

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire &
Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and
[illegible] When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid
[illegible]
If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar
property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE
GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec-
tion costs described below. Seller may file copies of this agreement as a financing statement.
1. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
1. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will
pay all of Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT	73.75
METHOD OF PAYMENT	

TENDERED: CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC MFRD PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

Thank You

TIME	EXT	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire
& Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	19932:H
ORDER DATE	**INVOICE DATE**
07/07/84	07/07/84
INVOICE	

W

TIME: TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	TMS

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD	1	RTD33533	33.5X33 ROCK SERVICE NO. 22	2115.00	.00	2115.00
MD	1	CASE33	33.5X33 CASING	685.00	.00	685.00
MD	1	15-450	33" O-RING	14.00	.00	14.00
MD	1	99-999	1/2 PAIL MURPHYS LUBE	7.50	.00	7.50
MD	4	SHOP	LABOR	35.00	.00	140.00
MD		***	NOTE: TIRE ON REAR/FRONT			
MD		***	DISMOUNT OLD TIRE THEN WAITED			
MD		***	WHILE WELDER REPAIRED MACHINE			
MD		***	THEN MOUNTED NEW TIRE ON WHEEL			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
9	2800.00	21.50	.00	.00	.00	.00	160.00	2981.50

SECURITY AGREEMENT

[illegible] to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible]. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible]

[illegible] to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible], in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec[illegible] described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL: 2981.50

PAY THIS AMOUNT 2981.50

METHOD OF PAYMENT

TENDERED: CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

Dale

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME		CUSTOMER		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	20203 H
ORDER DATE	**INVOICE DATE**
07/12/84	07/13/84

INVOICE

TIME:

TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
RL	2	RDSO	SERVICE CALL	15.00	.00	30.00
RL	1	FLT3	1200X20 REPAIR	10.00	.00	10.00N
RL	1	BOOT6	PX6 REPAIR UNIT	6.00	.00	6.00N
RL	1	FLT3	900X20 REPAIR N/A	10.00	.00	10.00N
RL	1	BOOT1	PX10 REPAIR UNIT	10.00	.00	10.00N
RL	1	193-354-200	900-20 MED TK TUBE BU175A	18.90	.00	18.90N
RL	2	USE2	950R16.5 USED TIRE	40.00	.00	80.00
RL	1	USE2	950R16.5 USED TIRE	35.00	.00	35.00
RL		***	SERVICE CALL MADE ON			
RL		***	7/11/84 AND 7/12/84			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
10	133.90	16.00	.00	.00	.00	.00	50.00	199.90

SUB-TOTAL: 199.90

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

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2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT	199.90
METHOD OF PAYMENT	

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME	EXT.	CUSTOMER INITIALS	AMOUNT

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395. H	20335:H
ORDER DATE	**INVOICE DATE**
07/16/84	07/16/84

INVOICE BB

TIME:

TIME PROMISED:

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
RL -EK	1	RDSO	SERVICE CALL	10.00	.00	10.00
RL -EK	2	USE5	10X20 USED LL	85.00	.00	170.00
RL -EK	2	193-378-200	1000-20 MED TK TUBE BU78A	21.20	.00	42.40N
RL -EK	2	MNT3	DISMOUNT/MOUNT	8.00	.00	16.00N
RL -EK		***	TRUCK #14			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
7	212.40	.00	.00	.00	.00	.00	26.00	238.40

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid balance.

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1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:	238.40
PAY THIS AMOUNT	238.40
METHOD OF PAYMENT	

TENDERED:

CHANGE:

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATI

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME		CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire
& Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	20504:H
ORDER DATE	**INVOICE DATE**
07/18/84	07/18/84
INVOICE	

W

TIME: TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	SD

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
MD	3	SHOP	HOURS LABOR	35.00	.00	105.00N
MD	1	15-450	33" O-RING	14.00	.00	14.00N
MD	1	#410	MURPHY'S	7.50	.00	7.50

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
6	.00	21.50	.00	.00	.00	.00	125.00	146.50

SUB-TOTAL: 146.50

PAY THIS AMOUNT	146.50
METHOD OF PAYMENT	

SECURITY AGREEMENT

[illegible] to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

[illegible] pay Seller as agreed. Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
[illegible] may declare everything I owe Seller immediately due
[illegible] may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar [illegible] in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE [illegible] BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec- [illegible] described below. Seller may file copies of this agreement as a financing statement.
2. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
3. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will [illegible] of Seller's lawyer fees and court costs both at trial and on appeal.

TENDERED: CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME		CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	20541:H
ORDER DATE	INVOICE DATE
07/19/84	07/19/84

INVOICE

W

TIME:

TIME PROMISED:

L

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
RL -MD	1	RDS0	SERVICE CALL	20.00	.00	20.00
RL -MD	5	RDS1	SERVICE CALL LABOR	35.00	.00	175.00
RL -MD	3	15-450	33" O-RING	14.00	.00	42.00N
RL -MD	1	99-999	1.5 BUCKETS MURPHYS LUBE	22.50	.00	22.50N
RL -MD	2	ACCESSORIES	LARGE BORE CORES	1.00	.00	2.00N
RL -MD		***	NOTE: DISMOUNT & MOUNTED			
RL -MD		***	3)-33.5X33, 2 NEW TIRES			
RL -MD		***	ALREADY BILLED AND 1 OF THEIR			
RL -MD		***	OWN.			
RL -MD		***	ALSO 1)-1000X20 FLAT REPAIR			
RL -MD		***	INSIDE DUAL ON WATER TRUCK			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
12	2.00	64.50	.00	.00	.00	.00	195.00	261.50

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible]. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible].

If I fail to pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:

1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:	261.50
PAY THIS AMOUNT	261.50
METHOD OF PAYMENT	

TENDERED:

CHANGE:

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Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire
& Auto Center, Inc.
535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	20810:H
ORDER DATE	**INVOICE DATE**
07/24/84	07/24/84
INVOICE	

W

L

TIME:
TIME PROMISED:

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

PHONE (503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE
WATER TRUCK			

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

EMPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
RL -MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
RL -MD	1	FLT31	1200X20 FLAT REPAIR	10.00	.00	10.00N
RL -MD	1	193-423-200	1200-20 MED TK TUBE BU78A	30.80	.00	30.80N
RL -MD		***	RIGHT FRONT			
RL -MD		***	REQUESTED BY DAN			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
3	30.80	.00	.00	.00	.00	.00	30.00	60.80

SECURITY AGREEMENT

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3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:	60.80
PAY THIS AMOUNT	60.80
METHOD OF PAYMENT	
TENDERED:	CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MERD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire
& Auto Center, Inc.
535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	20226:H
ORDER DATE	**INVOICE DATE**
07/13/84	07/26/84
INVOICE	

W

TIME:

TIME PROMISED:

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
WHOLESALE	NET 10TH	TMS

30-60-90

LOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
	2	124-941-322 ***	835-33 SUPER HRL 8 E-3 TL 32 RECEIVED BY DALE PER MARK D.	2950.00	.00	5900.00N

IIIS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
2	5900.00	.00	.00	.00	.00	.00	.00	5900.00

SECURITY AGREEMENT

Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law: declare everything I owe Seller immediately due
take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec- described below. Seller may file copies of this agreement as a financing statement.
pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:	5900.00
PAY THIS AMOUNT	5900.00
METHOD OF PAYMENT	

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

TICE: The following conditions apply to all sales except ere Seller issues a written warranty.
LER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER S. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX- DES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND SEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, MERD PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
chaser acknowledges having received the goods described above and ing read and received a copy of the security agreement.

EXHIBIT B

X

Thank You

DDITIONAL AUTHORIZATION	TIME PHONE	EXT	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	20859:H
ORDER DATE	**INVOICE DATE**
07/25/84	07/26/84
INVOICE	

W

TIME:

TIME PROMISED:

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
L -MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
L -MD		***	REQUESTED BY DALE			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
1	.00	.00	.00	.00	.00	.00	20.00	20.00

SUB-TOTAL: 20.00

SECURITY AGREEMENT

I agree to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Auto Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and several. When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid [illegible]

If I do not pay Seller as agreed, Seller may take any or all of the following actions, in addition to other actions allowed Seller under law:
1. Seller may declare everything I owe Seller immediately due.
2. Seller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar property in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE GOODS BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collection costs described below. Seller may file copies of this agreement as a financing statement.
3. I will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
4. I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will pay all of Seller's lawyer fees and court costs both at trial and on appeal.

PAY THIS AMOUNT	20.00
METHOD OF PAYMENT	

TENDERED: CHANGE:

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

ELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER HERS EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX- LUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND ONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, NC. MERD PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

urchaser acknowledges having received the goods described above and aving read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE		EXT.	CUSTOMER INITIALS	AMOUNT	

GOODYEAR

bandag

Hermiston Tire
Auto Center, Inc.
535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	21205:H
ORDER DATE	**INVOICE DATE**
08/01/84	08/01/84

INVOICE

W

L

TIME:

TIME PROMISED:

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

LOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
-MD	1	RDSO	SERVICE CALL	20.00	.00	20.00
-MD	1	FLT30	33.5X33 REPAIR	67.00	.00	67.00N
-MD	1	15-450	33" O-RING	14.00	.00	14.00N
-MD	1	99-999	1/2 BUCKET MURPHYS LUBE	7.50	.00	7.50N
	1	BOOT6	PX8 REPAIR UNIT	8.00	.00	8.00N

ITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
5	.00	29.50	.00	.00	.00	.00	87.00	116.50

SUB-TOTAL: 116.50

SECURITY AGREEMENT

...e to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & ...Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and ... When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

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...eller may take back any goods bought under the account if I do not pay for them; Seller may enter my driveway, garage, or similar ...s in order to do so without further permission from me. For this purpose, I AM GIVING SELLER A SECURITY INTEREST IN THE ...S BEING PURCHASED UNDER THIS ACCOUNT. The security interest will secure all amounts owed to Seller, including the collec...ts described below. Seller may file copies of this agreement as a financing statement.
...will pay all of Seller's actual costs of taking back the goods, of selling them, and of any other efforts to collect what I owe.
...will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will ...of Seller's lawyer fees and court costs both at trial and on appeal

PAY THIS AMOUNT	116.50
METHOD OF PAYMENT	

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

TICE: The following conditions apply to all sales except ere Seller issues a written warranty.
ER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER S EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX- DES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND SEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, MERD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
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EXHIBIT B

Thank You

DITIONAL AUTHORIZATION	TIME		EXT	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	21645:H
ORDER DATE	**INVOICE DATE**
08/09/84	08/09/84

INVOICE

W

L

TIME:

TIME PROMISED:

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	TMS

IPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
S	1	USE3	USED TIRE 1000X20	90.00	.00	90.00
S		***	WATER TRUCK BEHIND CROSS-ROADS			
S	1	193-378-200	1000-20 MED TK TUBE BU78A	21.20	.00	21.20N
S	1	RDSO	SERVICE CALL	15.00	.00	15.00
S		***	* SIGNED BY RANDY			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
3	111.20	.00	.00	.00	.00	.00	15.00	126.20

SUB-TOTAL: 126.20

SECURITY AGREEMENT

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PAY THIS AMOUNT 126.20

METHOD OF PAYMENT

TENDERED: CHANGE

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

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EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME		CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395- H	4235:H
ORDER DATE	INVOICE DATE
	08/10/84

*** PAYMENT ***

W

L

TIME:

TIME PROMISED:

DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	CHECK #: 2354	JM

EXT.

PLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
			ROA-CHECK#2354			4000.00
			THANK YOU			

NITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL

SECURITY AGREEMENT

[illegible] pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & [illegible] Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and [illegible] When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

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SUB-TOTAL:

PAYMENT RECEIVED: 4000.00

PAY THIS AMOUNT ▶	PAYMENT
METHOD OF PAYMENT	

TENDERED: 4000.00 CHANGE: .00

OTICE: The following conditions apply to all sales except here Seller issues a written warranty.
LLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER RS EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX- UDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND NSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, MERD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.
rchaser acknowledges having received the goods described above and ving read and received a copy of the security agreement.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANS

EXHIBIT B

Thank You

DDITIONAL AUTHORIZATION	TIME		CUSTOMER INITIALS		AMOUNT

GOODYEAR

bandag

Hermiston Tire
r Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	21952:H
ORDER DATE	**INVOICE DATE**
08/15/84	08/16/84
INVOICE	

TIME: TIME PROMISED:

W

L

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

OYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
	1	RDS0	SERVICE CALL	20.00	.00	20.00
	1	RDS1	SERVICE CALL LABOR	35.00	.00	35.00
		***	DISMOUNTED 33.5X33 TIRE			
		***	SO WELDER COULD WELD ON			
		***	MACHINE			
	1	RDS0	SERVICE CALL	20.00	.00	20.00
	1	RDS1	SERVICE CALL LABOR	35.00	.00	35.00
	1	15-450	33" O-RING	14.00	.00	14.00N
		***	MOUNTED 33.5X33 TIRE			
		***	SIGNED BY RANDY			

ITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
S	.00	14.00	.00	.00	.00	.00	110.00	124.00

SUB-TOTAL: 124.00

PAY THIS AMOUNT	124.00
METHOD OF PAYMENT	

SECURITY AGREEMENT

ee to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire &
Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and
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TENDERED: CHANGE:

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S EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EX-
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RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

DDITIONAL AUTHORIZATION	TIME	EXT	CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

ORIGINAL

CUSTOMER NUMBER	REFERENCE NUMBER
28395 H	23495:H
ORDER DATE	INVOICE DATE
09/13/84	09/13/84
INVOICE	

W

L

TIME:

TIME PROMISED:

DAVISON DOZING & CONST. INC.

P.O. BOX 476
DALLAS OR 97338

(503) 623-4749 EXT.

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	NET 10TH	BB

MPLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
M -DM	1	RDS0	SERVICE CALL	15.00	.00	15.00
M	1	XB100020	1000X20 BANDAG CROSS BAR	103.00	.00	103.00N
M	1	CAS41	1000-20 CASING	55.00	.00	55.00N
M -DM	1	FLT8	TUBE REPAIR	3.00	.00	3.00N
M -DM	1	FLT3	1000X20 FLAT REPAIR	11.00	.00	11.00N
M	1	BOOT4	PX4 REPAIR UNIT	4.00	.00	4.00N
M		***	TRUCK #14 WATER TRUCK			

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL
6	158.00	4.00	.00	.00	.00	.00	29.00	191.00

SUB-TOTAL: 191.00

SECURITY AGREEMENT

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PAY THIS AMOUNT	191.00
METHOD OF PAYMENT	

TENDERED:

CHANGE:

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.

SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES. SPECIAL AND CONSEQUENTIAL DAMAGES FOR HERMISTON TIRE & AUTO CENTER, INC. MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS.

Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement.

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME		CUSTOMER INITIALS		AMOUNT	

GOODYEAR

bandag

ORIGINAL

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

CUSTOMER NUMBER	REFERENCE NUMBER
28395- H	5019:H
ORDER DATE	**INVOICE DATE**
	10/10/84

*** PAYMENT ***

W

TIME:

TIME PROMISED:

L

DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
	CHECK #: 2544	JM

EXT.

PLOYEE	QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	EXCISE TAX	EXTENTION
			ROA-CHECK#2544			2968.18
			THANK YOU			

NITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING/CORE	FREIGHT	LABOR	NON-TAX TOTAL

SECURITY AGREEMENT

to pay Seller for everything I buy hereunder. The words I, me and my mean each of all of those who sign the Hermiston Tire & Center, Inc. Credit Plan Agreement. This means that if more than one person signs this agreement, all obligations will be joint and When I have a balance due Seller, Seller will send me a bill after the end of each month. The bill will show my total unpaid

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I will pay all lawyer fees for a lawyer who is not a salaried employee of Seller, even if there is not a lawsuit. If there is a lawsuit, I will all of Seller's lawyer fees and court costs both at trial and on appeal.

SUB-TOTAL:

PAYMENT RECEIVED: 2968.18

PAY THIS AMOUNT	PAYMENT
METHOD OF PAYMENT	

TENDERED: 2968.18 CHANGE: .00

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EXHIBIT B

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Thank You

ADDITIONAL AUTHORIZATION	TIME		CUSTOMER INITIALS		AMOUNT	

ORIGINAL

GOODYEAR

bandag

Hermiston Tire & Auto Center, Inc.

535 N. FIRST STREET
HERMISTON, OREGON 97838
(503) 567-7570

28395- H	8823:H
	08/16/85
*** PAYMENT ***	

CUSTOMER
DAVISON DOZING & CONST. INC.
P.O. BOX 476
DALLAS OR 97338

TIME:

TIME PROMISED:

VEHICLE DESCRIPTION	YR.	LICENSE	MILEAGE

REFERENCE	TERMS	WRITTEN BY
ROA	CHECK #: 1043	BB

PHONE
HOME:
WORK: EXT.

BEGINNING BALANCE 11370.24
PAYMENT RECEIVED 2000.00
REMAINING BALANCE 9370.24

THANK YOU

UNITS	MERCHANDISE	MISC.	EXCISE TAX	TAXABLE TOTAL	CASING CORE	FREIGHT	LABOR	NON-TAX TOTAL

SECURITY AGREEMENT

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SUB-TOTAL:

PAYMENT RECEIVED: 2000.00

[illegible]	PAYMENT
METHOD OF PAYMENT	

TENDERED: 2000.00 CHANGE: .00

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RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT B

Thank You

ADDITIONAL AUTHORIZATION	TIME PHONE	EXT.	CUSTOMER INITIALS		AMOUNT

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF UMATILLA

HERMISTON TIRE & AUTO CENTER, INC. ,
an Oregon corporation,

Plaintiff,

vs.

DAVISON DOZING & CONSTRUCTION, INC.,
an Oregon corporation,

Defendant.

No. CV 85-164

AMENDED COMPLAINT

(Open Account)

Plaintiff alleges as follows:

I.

At all times material herein, plaintiff was and now is an Oregon corporation in good standing.

II.

At all times material herein, defendant was and now is an Oregon corporation in good standing.

III.

Defendant is indebted to plaintiff in the sum of $11,038.84 for the balance of an account for tires, tire products and related services, sold to the defendant between March 6, 1984 and September 13, 1984, the particulars of which are set out in an account filed with this complaint and marked Exhibit "A", together with the credits to which the defendant is entitled, leaving due the sum abovementioned, $11,038.84.

IV.

Defendant has not paid the sum or any part of it.

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

GEORGE L. ANDERSON, P.C.
Attorney at Law
120 E. Hurlburt Avenue
Hermiston, Oregon 97838
Telephone (503) 567-7800

EXHIBIT C

V.

Plaintiff is entitled to interest on said $11,038.84 at the rate of 9% per annum from September 13, 1984 until paid.

WHEREFORE, plaintiff prays for judgment against defendant in the sum of $11,038.84, together with interest thereon at 9% per annum from September 13, 1984 until paid, and for its costs and disbursements incurred herein.

GEORGE L. ANDERSON
Attorney for Plaintiff

GEORGE L. ANDERSON, P.C.
Attorney at Law
120 E. Hurlburt Avenue
Hermiston, Oregon 97838
Telephone (503) 567-7800

RECEIVED
NOV 18 1985
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DEPARTMENT OF TRANSPORTATION

EXHIBIT C

EXHIBIT "A"

STATEMENT OF ACCOUNT

Date	Reference No.	Charges	Credits	Balance
3/6/84	13712:H	$ 90.00		$ 90.00
3/13/84	14101:H	120.50		
3/15/84	14177:H	116.50		
3/20/84	14424:H	94.50		
4/6/84	15396:H	24.00		
4/6/84	15380:H	1,280.00		
4/11/84	15634:H	769.08		
4/16/84	15890:H	81.20		
4/20/84	16125:H	128.50		
4/25/84	16382:H	160.00		2,864.28
4/27/84	2897:H		$ 421.50	2,442.78
5/1/84	16664:H	116.50		
5/3/84	16789:H	197.00		
5/7/84	16889:H	78.00		
5/9/84	17055:H	92.20		
5/14/84	17281:H	174.85		
5/15/84	17324:H	108.50		
6/7/84	18478:H	217.00		
6/7/84	18485:H	40.00		3,466.83
6/7/84	3415:H		1,673.70	1,793.13
6/11/84	18162:H	6,197.50		
6/18/84	18989:H	108.50		
6/11/84	18602:H	260.00		8,359.13
7/2/84	3741:H		792.16	7,566.97
7/5/84	19563:H	73.75		
7/7/84	19932:H	2,981.50		
7/13/84	20203:H	199.90		
7/16/84	20335:H	238.40		
7/18/84	20504:H	146.50		
7/19/84	20541:H	261.50		
7/24/84	20810:H	60.80		
7/26/84	20226:H	5,900.00		
7/26/84	20859:H	20.00		
8/1/84	21205:H	116.50		
8/9/84	21645:H	126.20		17,692.02
8/10/84	4235:H		4,000.00	13,692.02
8/16/84	21952:H	124.00		
9/13/84	23495:H	191.00		
10/10/84	5019:H		2,968.18	11,038.84

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT C

VERIFICATION OF ACCOUNT

STATE OF OREGON)
) ss.
County of Umatilla)

I, Marvin Lemmon, being first duly sworn, depose and say that I am the president of the plaintiff corporation and that the foregoing account consisting of one page is true as I verily believe.

Marv Lemmon
Marvin Lemmon

Subscribed and sworn to before me this 20th day of May, 1985.

(S E A L)

Jennie E. Donnelly
Notary Public for Oregon
My Commission Expires: 11-16-88

RECEIVED
NOV 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT C

CERTIFICATE — TRUE COPY

I hereby certify that the foregoing copy of Amended Complaint *is a complete and exact copy of the original.*

Dated May 20, *19* 85

Attorney(s) for Plaintiff

ACCEPTANCE OF SERVICE

Due service of the within .... *is hereby accepted on* ...., *19*......, *by receiving a true copy thereof.*

Attorney(s) for ....

CERTIFICATES OF SERVICE

Personal

I certify that on ...., *19*......, *I served the within* .... *on* .... *attorney of record for* .... *by personally handing to said attorney a true copy thereof.*

Attorney(s) for ....

At Office

I certify that on ...., *19*......, *I served the within* .... *on* .... *attorney of record for* ...., *by leaving a true copy thereof at said attorney's office with his/her clerk therein, or with a person apparently in charge thereof, at* ...., *Oregon.*

Attorney(s) for ....

Mailing

I hereby certify that I served the foregoing Amended Complaint *on* Stephen A. Lipton, *attorney(s) of record for* Defendant *on* May 20, *19* 85 *by mailing to said attorney(s) a true copy thereof, certified by me as such, contained in a sealed envelope, with postage paid, addressed to said attorney(s) at said attorney(s) last known address, to-wit:* 715 Commercial St. NE, Salem, OR 97301 *and deposited in the post office at* Hermiston, *Oregon, on said day.*

Dated May 20, *19* 85

Attorney(s) for Plaintiff

George L. Anderson
Attorney at Law
120 E. Hurlburt Ave.
Hermiston, OR 97838
Telephone: (503) 567-7800

ATTORNEY'S NAME, ADDRESS AND TELEPHONE NUMBER

BACKING SHEET

RECEIVED
NOV 18 1985
COMMISSIO E VICES
DEPARTMENT OF TRANSPORTATION

FORM No. 100½—STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. 1/1/80-B

EXHIBIT C

Mills & McMillin
Attorneys At Law
715 Commercial St. N.E.
Salem, Oregon 97301
Telephone (503) 588-0556

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF UMATILLA

HERMISTON TIRE & AUTO CENTER, INC.,
an Oregon corporation

Plaintiff,

vs.

DAVISON DOZING & CONSTRUCTION, INC.,
an Oregon Corporation

Defendant.

No. CV 85-164

STIPULATED JUDGMENT

Based upon the stipulations of the attorneys for the parties below-indicated, IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff Hermiston Tire & Auto Center, Inc., shall have judgment against Davison Dozing & Construction, Inc., in the sum of $11,038.84, together with interest thereon at 9% per annum from September 13, 1984, until paid, and for its costs and disbursements incurred herein of $111.50.

DATED this 24th day of July, 1985.

/s/ Jack Olsen
Circuit Court Judge

The parties and their attorneys hereto, do hereby stipulate and agree to the entry of the above Judgment.

George L. Anderson
Attorney for Plaintiff

Stephen A. Lipton
Attorney for Defendant

RECEIVED
NOV 18 1985
COMMISSIO [illegible] E VICES
DEPARTMENT OF TRANSPORTATION

JUL 19 1985

EXHIBIT D

9757

October 30, 1985

Mocon Corporation
P. O. Box 3258
Salem, OR 97302

CON 5

Re: Time Extension Request
Columbia River Bridge-Umatilla River
Contract No. 9737
FAP No. I-82-1(3)00

Your request for an additional 65 calendar days of contract time in which to complete the above project due to an overrun in the quantities of General Excavation has been carefully reviewed. Our records indicate the daily General Excavation production to be approximately 3,000 cubic yards per day and that the added quantity of 118,888 cubic yards required approximately 55 calendar days. Therefore, a contract time adjustment of an additional 55 calendar days is granted for the overrun of the General Excavation quantity.

Although not included in your request, we find that the extra work done under Order for Extra Work No. 5 required additional time of approximately 21 calendar days. A contract time adjustment of an additional 21 calendar days is granted for the extra work done under that order.

The adjusted contract time of completion for phase "b" of this project is 676 calendar days. Should you wish further review of this matter, or to submit additional data, please contact Project Manager Mike Gardner.

W. E. Schwartz, P.E.
Ass't. State Highway Engineer

WES:OBJ:mk

bc: C. O. Fredrickson
R. D. Hector w/att.
M. Gardner w/att.
FHWA w/att.
Bruce Walton - Note: 55 C.D. "P"; 21 C.D. "N"

TE/224

STATE OF OREGON

INTEROFFICE MEMO

TO: C. O. Fredrickson
Construction Engineer

DATE: October 16, 1985

ATTN: O. B. Jackmond
Contract Administration Engineer

SUBJECT: Request for Increase in Contract Time
Columbia River Bridge - Umatilla River
Contract No. 9737
Umatilla County

CE__ CAE __ RECEIVED LS___ TC___
COE__ OM__ SA___ CC___
OE ____ FE ___ CP ___
OCT 23 1985
CA____ PQC____
CAM ____ CONSTRUCTION QCS____
EEO____ SECTION FILE.____

This project is nearing completion and the specified contract time has been exceeded. The contractor has requested an additional 65 calendar days to complete the work. The contractor bases his request on an additional 118,888 cu. yd. of excavation required. The contractor estimates his production rate at 4000 cu. yd. per work day which does not justify the 65 calendar days requested.

The project manager agrees that the added excavation delayed completion of the project and estimates the production rate at 3000 cu. yd. per day. Late added work includes force account correction of a joint elevation error and electrical work. Additional time for these items was not requested but the project manager recommends 21 days for the joint elevation error.

Based on the project manager's estimate of the workday production rate, the contractor should be granted 55 calendar days due to the additional excavation work. The joint elevation correction probably delayed the completion by at least ten calendar days.

Liquidated damages are still being assessed and the contractor will most likely make an additional time request. I therefore recommend that the 65 calendar day extension requested be granted at this time. The actual delay caused by the joint elevation and any other items not addressed by the contractor should be considered when and if another request is made.

Warren

Warren Richards
Region 5 Construction Engineer

WR/ds

cc: Mike Gardner

10-30-85

W. E. Schwartz –

I concur partly with Region and partly with the Project Manager and recommend a time extension of 55 C.D. for the ovrun in Gen. Exc. plus a time extension of 21 C.D. due to work done under EWO #5. (Non-participating)

O. B. Jackmond

Contains Recycled Materials

[illegible] 11

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: Michael J. Gardner
Project Manager

DATE: October 10, 1985

FROM: Richard A. Kuehn, P.E.
Final Design Engineer

SUBJECT: Permanent Signing Shop Drawings
Columbia River Bridge - Umatilla River
McNary Highway
Umatilla County
Contract No. 9737

Attached are three sets of shop drawings for signs 24 and 25 to be installed on the subject project. The drawings are approved as noted.

Please retain one set for your use in field inspection, forward one set to Don Wackerbarth's office for shop inspection and forward one set to Traffic Safety Supply Company for sign fabrication.

RAK:AA:bn

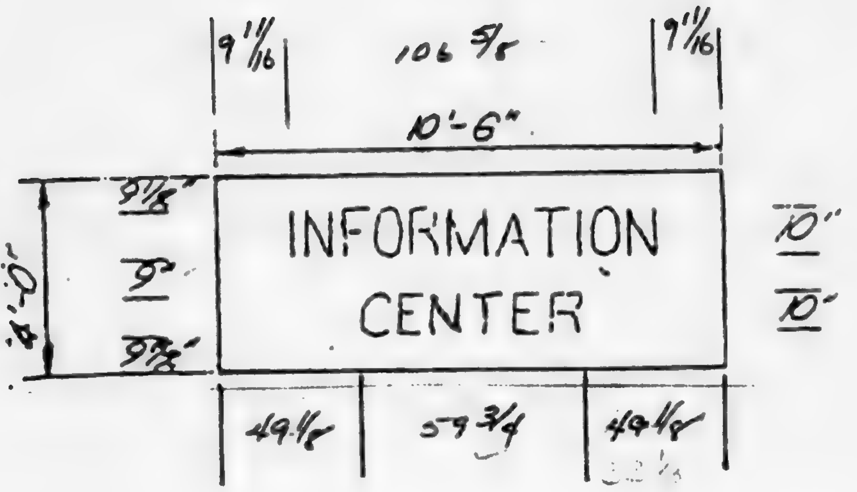
Attachments

cc: C. O. Fredrickson
OK R. D. Hector

bcc: Andy Anderson

TRAFFIC SAFETY SUPPLY CO.
2324 SE UMATILLA ST.
PORTLAND, OREGON 97202
(503) 235-8531

DATE 9/25/85


9 11/16
106 5/8
9 11/16
10'-6"
4'-0"
9 1/8"
9"
9 7/8"
INFORMATION
CENTER
10"
10"
49 1/8
59 3/4
49 1/8

☐ APPROVED WITHOUT CHANGE
☑ APPROVED AS NOTED
☐ RETURNED FOR CORRECTION

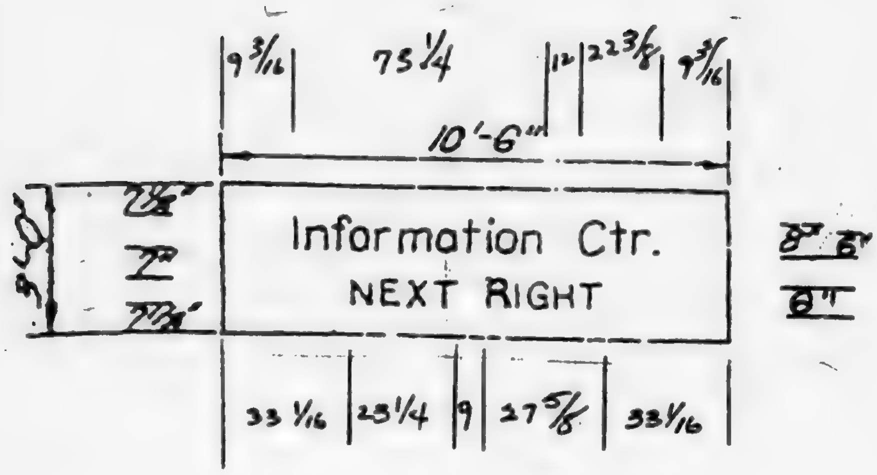
OCT 9 1985

OREGON STATE HIGHWAY DIVISION
Subject to Section 105.02 of the Standard
Specifications for Highway Construction
BY

JOB NAME Columbia River Bridge
CONTRACT NO. 9737
SIGN NO 24
SIZE 10'-6" x 4'-0"
TYPE "A A"
LEGEND Rupert Poly/Snap In
SPACING Rupert
BORDER 1"
CORNERS 6"

TRAFFIC SAFETY SUPPL[illegible]O.
2324 SE UMATILLA ST.
PORTLAND, OREGON 97202
(503) 235-8531

DATE 9/23/85


9 3/16
75 1/4
12
22 3/8
9 3/16
10'-6"
Information Ctr.
NEXT RIGHT
7"
8"
6"
33 1/16
25 1/4
9
27 5/8
33 1/16

☑ APPROVED WITHOUT C
☐ APPROVED AS NOTED
☐ RETURNED FOR CORRECTION

OCT 9 1985

OREGON STATE HIGHWAY DIVISION
Subject to Section 105.02 of the Standard
Specifications for Highway Construction
BY ORO

JOB NAME Columbia River Bridge
CONTRACT NO. 9737
SIGN NO 25
SIZE 10'-6" x 3'-0"
TYPE "AA"
LEGEND Rupert Poly/snap On
SPACING Rupert
BORDER 1"
CORNERS 3"

973.5 CL 1985-0165

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
SEP 30 1985
BARBARA ROBERTS
SECRETARY OF STATE

September 23, 1985

IN REPLY REFER TO
FILE NO.:

CON 5
#9737

Bethlehem Steel Corporation
Room 462 SGO
701 E. 3rd Street
Bethlehem, PA 18016

Attn: D. W. Noblett
Collection Representative

This will acknowledge your letter of September 4, 1985, filing a claim against the following Highway Division contract:

FILED BY:	Bethlehem Steel Corporation
AMOUNT:	$13,638.25
FOR:	Material
AGAINST (Prime contractor):	Mocon Corporation
SUBCONTRACTOR:	R. E. Smith Co., Inc.
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section of the McNary Highway in Umatilla County
SURETY:	United Pacific Insurance Co.
AGENT:	Fred S. James & Co. of OR

NOTED ON CARD
11-12-85 ac

COPY

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

As requested, we are attaching a copy of the performance bond on this contract.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

Attachment

cc: Mocon Corporation
P.O. Box 3258
Salem, OR 97302

United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

bc: ✓ Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
OCT 7 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Bethlehem Steel Corporation
BETHLEHEM, PA 18016

September 4, 1985

REGISTERED MAIL
Return Receipt Requested

Oregon Dept. of Transportation
121 Transportation Building
Salem, Oregon 97310

ATTN: Mr. Robert Gormsen

Gentlemen:

RE: Columbia River Bridge - Umatilla
River Section
Contract No. 9737
General Contractor - Mocon Corp.
Surety - United Pacific Insurance Co.

Please be advised Bethlehem Steel Corporation (BSC) supplied reinforcing steel to R. E. Smith Co., Inc., a subcontractor to the project general contractor, Mocon Corporation, for which there is an outstanding past-due balance owed of $13,638.25.

Please file a claim on behalf of BSC.

In addition please supply the writer with a copy of the payment and performance bond issued in support of subject project. Our mailing address is Room 462 SGO, 701 E. 3rd Street, Bethlehem, PA 18016.

Thank you.

Very truly yours,

D. W. Noblett
D. W. Noblett
Collection Representative

DWN:mam

cc: R. E. Smith Company, Inc. (Registered Mail)
P. O. Box 473
Vashon Island, WA 98070

cc: United Pacific Insurance Co. (Registered Mail)
825 N. E. Multnomah
Suite 300 Lloyd Center Tower
Portland, OR 97228

cc: Mocon Corporation (Registered Mail)
P. O. Box 3258
Salem, OR 97302

RECEIVED
SEP 10 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

7737

9737 N

K'M LEASING CORPORATION
501 Columbia Avenue E.
P.O. Box 260
Boardman, Oregon 97818
503-481-9394

July 12, 1985

This is intent to file so no response nec.
Ken

United Pacific Insurance Co.
P.O. Box 5669
Portland, Oregon 97228

SUBJECT: Intent to Lien!

Attn: Performance Bond Department.

Gentlemen:

This notice of 'Intent to Lien' is with regard to the contract between the Oregon Department of Transportation and Mocon Corporation. Your Bond Number U504522. OSDOT Contract #9737.

Mocon Corporation was awarded the contract by the State of Oregon for work on the railroad overpass at Umatilla, Oregon.

Enclosed please find copies of our invoices for equipment rent and services provided. These equipments and services were for work we did on July 26 and 27 and is as follows.

On July 26, 1984 at approximately 5:30 p.m. we were called to provide labor and equipment to repair a crane being used to set some concrete bridge girders on the railroad overpass bridge in Umatilla, Oregon, after completing the crane repair, Mocon Corporation, the Prime Contractor, had us stay and help set the balance of the aforementioned girders until 4:00 a.m. July 27, 1984.

We have made every reasonable effort to collect the outstanding balance as shown on the enclosed 'Listing of Invoices and Service Charges'. However, as of the above date these amounts are not forth coming.

Since we have not received any firm committment from Mocon on their time frame for payment of this outstanding balance of $685.33 due; we find it necessary to proceed with all legal measures available to us for collection of this bill.

Therefore we find it necessary to notify you of our firm Intent to Lien to collect the monies due if no firm committment is made to relieve this debt.

If you have additional questions or need other information please contact us immediately.

KLM LEASING CORPORATION
501 Columbia Avenue E.
P.O. Box 260
Boardman, Oregon 97818
503-481-9394

If we have not received some committment within 10 days of receipt of this notice, we shall proceed with lien application.

Sincerely
KLM Leasing Corporation

Kenn Evan

Kenn Evans, President

ENCLOSURES:

Oregon State Department of Transportation
116 SE 12th
Pendleton, Oregon 97801

Oregon State Department of Transportation
Salem, Oregon 97308

Fred S. James Inc. Agency
605 Liberty Street
Salem, Oregon 97308
Attn: Andy Sodowski

Mocon Corporation
P.O. Box 3258
Salena, Oregon 97302

RECEIVED
JUL 16 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

KLM LEASING CORPORATION
501 Columbia Avenue E.
P.O. Box 260
Boardman, Oregon 97818
503-481-9394

July 12, 1985

Mocon Corporation
P.O. Box 3258
Salem, Oregon 97302

RE: Job #135

As Pre-attached Sheet June 26 & 27, 1984 $564.72

Interest:

7-27-84	$8.47
8-27-84	8.60
9-27-84	8.73
10-27-84	8.86
11-27-84	8.99
12-27-84	9.13
1-27-85	9.26
2-27-85	9.40
3-27-85	9.54
4-27-85	9.69
5-27-85	9.83
6-27-85	9.98
7-27-85	10.13
	$120.61

Total Interest $120.61

$685.33 TOTAL DUE

PAST DUE.

K.L.M. Leasing Corporation
P.O. Box 260
Boardman, Oregon 97818

August 1, 1984

Mocon Corporation
P.O. Box 3258
Salem, Oregon 97302

RE: Job #135

As Pre-attached Sheet	June/26-27/ 1984	$564.72
	Total Billing:	$564.72

Repair on Duncan Crane on Mocon Job - Umatilla, Oregon
Job #135

Prepared By	
Approved By	

Work was done from 5:30 To 4:00

		Hrs		
Labor: Welder field	17.75	10½	186.38	
OT	8.88	10½	93.24	
Carpenter labor	16.51	10½	173.36	
Crane	20.00	10½	210.–	
Crane OT	10.00	10½	105.–	
[illegible] labor	18.60	10½	195.30	963.28
Equipment:				
Welder	5.00	10½	52.50	
Cutting Torch, Grinder &				
Misc Rigging & Tools	5.00	10½	52.50	
Pickups (2)	20.00	10½	210.–	315.–
Misc Expense				
Meals			10.80	10.80
				1289.08
Profit 15%				193.35
			Total Due	$1482.43

Bill to Be divided between:

Duncan Crane Service Inc.	From 5:30 to 12:00 midnight 6½ hr =	$917.67
Mocon Corp	From 12:00 to 4:00 in morning 4 Hrs =	$564.76
		$1482.43

9431

nig

U. S. DEPARTMENT OF TRANSPORT[illegible]ON
FEDERAL HIGHWAY ADMINISTR[illegible]ON

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. 1-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME . Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon

5-8-85

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division, ODOT
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
9-28-83	Interstate 82	Primary 70

10. GENERAL LOCATION:

COLUMBIA RIVER BRIDGE - UMATILLA RIVER SECTION

11. GENERAL DESCRIPTION OF WORK

Revised Utility Costs

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ X OTHER *(Specify)*
See Below

13. REMARKS

As requested by Mr. Potter's letter dated May 2, 1985 and contingent upon modification of Project Agreement if additional funds are required, the revised costs for the PP&L Aerial Power Line Distribution Line Relocation are approved for a TEC of $33,656/Federal Funds $31,037.

(Increase TEC $1,789/Federal Funds $1,649)

RECEIVED
STATE HWY ENGR
MAY 8 '85
REFER TO Potter
FOR

Orig to
5/8

14. DATE 5/8/85

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79)   PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No

May 2, 1985

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: FOR Gary A. Potter
Manager, Program Section

SUBJECT: Cost Overrun
Aerial Power Distribution Line Relocation
(Transmission Line Underbuilt)
Pacific Power & Light Company
Columbia River Bridge -Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Reference is made to my letter of October 14, 1983, which submitted an estimate of cost for the relocation of Pacific Power and Light Company's aerial power distribution line facilities and to your Letter of Approval and/or Authorization, dated October 24, 1983, which approved participation in the estimated cost of $31,867. Copies of my letter and your PR-1240 are attached.

The relocation of the power distribution line facilities has been completed and a final billing of cost, in the amount of $33,656.08, received. The final cost of $33,656.08 exceeds the estimated cost of $31,866.61 by $1,789.47 or 5.62%. The Company erroneously included a credit of $7,494.96 for depreciation (expired service life) in their estimate of cost. This is the relocation of a power line crossing and credit for expired service life is not required. Actual estimated cost should have been $39,361.57. A copy of the corrected estimate is attached.

The relocation costs have been audited by our Accounting Section and found to be actual and substantiated. The Company has accomplished the work required to accommodate our highway construction, as requested, and is entitled to full reimbursement.

Your approval of federal participation in the final relocation cost of $33,656.08 is requested.

JMC:jr
attachments

cc: √E. S. Hunter
Jack M. Cartwright
Rich Evans
Tom Carman

RECEIVED
STATE HWY ENGR
MAY 3 '85
REFER TO
FOR
Info Inves R/D D/R Sign Act File

[illegible] 7

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO

TO: Michael Gardner
Project Manager

DATE: May 2, 1985

FROM: Richard A. Kuehn, P.E.
Final Design Engineer

SUBJECT: Permanent Sign Plan Revision
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Contract No. 9737

Attached are four copies of revised sign plan sheets 2H and 2H-2 for the subject project.

These sheets have been revised, at the request of Region 5, to add signing to a temporary information center constructed in the area of the future port of entry.

Please take appropriate action to have the additional signing installed. Please note that the sign posts for sign number 1 must be extended four feet to accommodate the addition of sign number 24 below sign number 1.

AA:as

Attachments

cc: L. E. George
R. D. Hector w/attach (5)
Harry Oswald w/attach (1)
Andy Anderson

CL 1985-0076

FILED
APR 11 1985
BARBARA ROBERTS
SECRETARY OF STATE

April 5, 1985

Coral Sales Company
10560 S.E. Hwy. 212
P.O. Box 577
Clackamas, OR 97015

CON 5
#9737

Attention: Kathleen Johnson
Office Manager

Gentlemen or Ladies:

This will acknowledge your letter of March 29, 1985, changing the amount of your claim filed on July 3, 1984, from $3,460 to $4,136.83, which includes service charges, against the following Highway Division contract:

FILED BY:	Coral Sales Company
AMOUNT:	$4,136.83
FOR:	Material
AGAINST (Prime contractor)	Mocon Corporation
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section, McNary Highway, Umatilla County
SURETY:	United Pacific Insurance Company
AGENT:	Fred S. James & Company of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: MOCON Corporation
P.O. Box 3258
Salem, OR 97302

United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Lloyd Center Tower
Portland, OR 97232

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

COPY

NOTED ON CARD
5-2-85

RECEIVED
APR 12 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Coral Sales Company

P.O. BOX 577
10560 S.E. HWY. 212
CLACKAMAS, OREGON 97015
(503) 655-6351

March 29, 1985

Mr. Robert Gormsen
Commission Services
Transportation Building
Salem, Oregon 97310

RE: CON 5
#9737

Dear Mr. Gormsen:

Notice was given to you for a claim for Temporary Impact Barriers on Oregon State Highway Division Contract Number 9737, Columbia River Bridge - Umatilla River Section, in the amount of $3,460.00 on July 3, 1984.

To date we still have not received payment from either the subcontractor we sold the material to, Foress Sign Company, or the prime contractor, Mocon Company. We have been told we will receive a joint check when Foress Sign Company completes additional work on this project, until then we are expected to wait for this payment.

We sold this material on March 30, 1984. This invoice is now one year past due. This letter is to inform you of the status and to increase the amount of our claim to include our service charges. We wish to increase this amount to $4,136.83 which reflects our standard 1½% service charge for the past 12 months. We appreciate any assistance you can provide us. Thank You.

Very truly yours,

Kathleen Johnson

Kathleen Johnson
Office Manager
Coral Sales Company

cc: Foress Sign Company
Mocon Company
United Pacific Insurance Company
Michael Gardner, Project Manager
S.O. B2871

RECEIVED
APR -3 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

March 6, 1985

CON 5
#9737

Douglas S. Coats Inc.
P.O. Box 311
Bend, OR 97709

Gentlemen or Ladies:

Thank you for your letter of February 21, 1985, informing us that Mocon Corporation has paid $7,020.51 on the claim you filed November 28, 1984, for $7,681.09.

This was in connection with the Mocon Corporation Contract No. 9737 for work on the Columbia River Bridge-Umatilla River Section of the McNary Highway in Umatilla County.

This information will be noted in our records and we will advise the surety and the contractor.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

NOTED ON CARD
3-6-85 gs

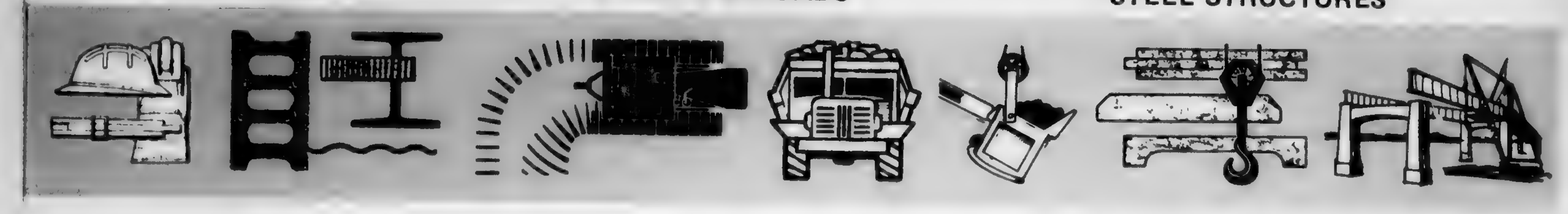
cc: Mocon Corporation
P.O. Box 3258
Salem, OR 97302

United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Lloyd Center Tower
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 - 8th Ave. S. C-3000
Federal Way, WA 98003

FKN:js

BRIDGES STREETS & ROADS STEEL STRUCTURES



DOUGLAS S. COATS, INC.
P.O. BOX 311 • BEND, OREGON 97709 • (503) 382-7330

February 21, 1985

Commission Services
State of Oregon Highway Department
Room 121 Transportation Building
Salem, Oregon 97310

PROJECT: Columbia River Bridge-Umatilla River Section
Contract #9737

CONTRACTOR: Mocon Corporation, P O Box 3258, Salem, Oregon

SUBJECT: Claim Against Bond.

Gentlemen:

This is to inform you that Mocon Corporation has paid 7,020.51 on the claim we filed November 28, 1984, for 7,681.09.

Sincerely,

DOUGLAS S COATS INC

Ruth L Pooler

Ruth L Pooler, Secretary

RECEIVED
FEB 22 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.: CON 4-1

RECEIVED
STAT. HWY ENGR
DEC 26 '84
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTED
W. E. SCHWARTZ

DATE: December 24, 1984

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

ATTN: Herb Schell

C. O. Fredrickson
FROM: Gerald Wimer
for Construction Operations Engineer

SUBJECT: PCC Bridge Deck Quality Study

Michael Garner sent you direct a copy of his December 13 letter and attachments. A copy of Ron Busey's December 21 report is attached.

We consider your report should state:

182-1(3)00 Columbia R.-Umatilla R. Section

Element	Comments	Mean	Standard Deviation	Quality Level
Air Content	Per your data (PYD)	5.6	0.0	100.0
Slump	PYD except there is no lower limit	3.42	0.38	100.0
W/C Ratio	#3=0.41, #4=0.40 #5=0.38 & #9=0.39	0.40	0.01	63.0
Strength	We used all 3 projects to determine 4150 psi as the allowable lower limit. ASCI allows 10%. A copy of our support data is attached.*	4525	365	85.0
Rebar Cover	We treated cover the same way as strength and determined the overall 85 percent compliance as 5/8 + inches.	2.53	.30	100.0

*(Cylinders from load 9 identified lightweight materials problem. We are accelerating our lightweight testing. The specified 4500 psi "Design Strength" should be adjusted to our historically allowed 15% out of specification.)

Form 734-3122

F-14(17) Mystic Creek-Camas Valley Section, Bridge 16410

Element	Comments	Mean	Standard Deviation	Quality Level
Air Content	PYD	4.52	0.41	100.0
Slump	PYD except there is no lower limit.	3.68	0.77	98.0
W/C Ratio	PYD	0.44	0.01	0.0
Strength	PYD except we lowered the lower limit to 4150 psi per the above.	4805	235	100.0
Rebar Cover	PYD except we adjusted the limits to 5/8+ inches per the above.	2.64	0.31	100.0

F-14(17 Mystic Creek - Camas Valley Section, Bridge 16606

Element	Comments	Mean	Standard Deviation	Quality Level
Air Content	PYD	3.7	0.53	31.0
Slump	PYD except there is no lower limit	4.75	1.19	57.0
W/C Ratio	PYD	0.45	0.0	0.0
Strength	PYD the strength on this structure 100% met the 4500 psi Design Strength before lowering the limit to 4150 psi per the above.	5258	223	100.0
Rebar Cover	PYD except we adjusted the limits to 5/8+ inches per the above.	2.62	0.19	100.0

We are proceeding with Price Agreements to modify the slump where appropriate. We also, as noted above, arrived at 85 percent acceptance levels for the sum total of the reviewed data on these three projects to establish acceptance levels on strength and rebar cover with the determined values then applicable to all three structures.

It should be noted that on the F-14(17) project, the consultant's mix designs called for w/c ratios of 0.43 and 0.45. Even with these higher values and some high slump strengths were 100 percent acceptable.

If we can be of further assistance per this review, please advise.

GW:mk

Attach.

cc: W. E. Schwartz
Jack Sullivan
Jim Gix

Ron Busey - TAA
Mike Gardner - TAA
Walt Hart

12241M

CL 84-266

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
DEC 21 1984
NORMA PAULUS
SECRETARY OF STATE

December 14, 1984

IN REPLY REFER TO
FILE NO
CON 5
#9737

Douglas S. Coats, Inc.
PO Box 311
Bend, OR 97701

Gentlemen or Ladies:

This will acknowledge your letter dated November 28, 1984, filing a claim against the following Highway Division contract:

FILED BY:	Douglas S. Coats, Inc.
AMOUNT:	$7,681.09
AGAINST (Prime contractor)	Mocon Corporation
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section, McNary Highway, Umatilla County
SURETY:	United Pacific Insurance Co.
AGENT:	Fred S. James & Co. of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
DEC 26 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
12-27-84 gm

cc: Mocon Corporation
PO Box 3258
Salem, OR 97302

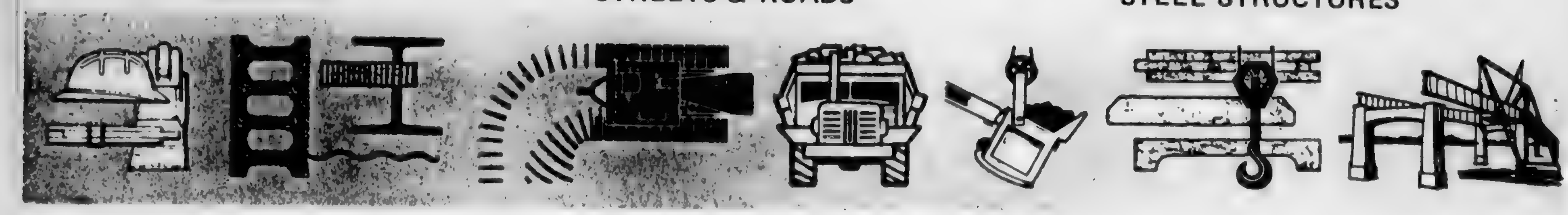
United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

United Pacific Insurance Co.
825 NE Multnomah, Suite 300
Portland, OR 97232

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

BRIDGES STREETS & ROADS STEEL STRUCTURES



DOUGLAS S. COATS, INC.
P.O. BOX 311 • BEND, OREGON 97701 • (503) 382-7330

November 28, 1984

Commission Services
State of Oregon Highway Department
Room 121 Transportation Building
Salem, Oregon 97310

PROJECT: Comumbia River Bridge-Umatilla River Section
Contract #9737
CONTRACTOR: Mocon Corporation, P O BOx 3258, Salem, Oregon

SUBJECT: Claim against Bond.

Gentlemen:

In June of 1984, our firm drove wood piling for Mocon Corporation for the above mentioned project. At the present time we have not been paid for this work. The billing for the pile driving and the associated repair of our pile hammer, including interest through November 13, 1984 is $7,442.89 with an additional amount of $238.20 due for retention withheld for driving steel piling.

Please consider this communication as our request for payment and claim for the above stated amount with the Bonding Company providing coverage for this contract.

Please confirm and advise.

Thank you.

Sincerely,

DOUGLAS S COATS INC.

Ruth L Pooler

Ruth L Pooler, Secretary

RECEIVED
NOV 30 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 84-245

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

bc: ✓ Secretary of State -
Please acknowledge
receipt of the attached
claim on the enclosed
copy of this letter.
This changes the amt. of
a claim in the amt. of
$3,460, filed 7-23-84
CL 84-131.

November 21, 1984

NOV 23 1984

IN REPLY REFER TO
FILE NO.

CON 5
#9737

Coral Sales Company
PO Box 577
Clackamas, OR 97015

Attention: Kathleen Johnson
Office Manager

Gentlemen or Ladies:

This will acknowledge your letter of October 25, 1984, increasing the amount of a claim which you filed on July 3, 1984, concerning the following Highway Division contract:

FILED BY:	Coral Sales Company
AMOUNT:	$3,840.06
FOR:	Temporary impact barriers
AGAINST (Prime contractor)	Mocon Corporation
SUBCONTRACTOR:	Foress Sign Co.
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section, McNary Highway, Umatilla County
SURETY:	United Pacific Insurance Co.
AGENT:	Fred S. James & Co. of Oregon

We will advise the surety and the prime contractor of the receipt of this claim correction. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
NOV 26 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
11-28-84 kjm

cc: Mocon Corporation
PO Box 3258
Salem, OR 97302

United Pacific Insurance Co.
825 NE Multnomah, Ste. 300
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

Coral Sales Company

[redacted]

P.O. BOX 577
CLACKAMAS, OREGON 97015

October 25, 1984

Mr. Robert Gormsen
Commission Services
Transportation Building
Salem, OR 97310

RE: CON 5
#9737

Dear Mr. Gormsen:

Notice was given to you for a claim for Temporary Impact Barriers on Oregon State Highway Division Contract Number 9737, Columbia River Bridge - Umatilla River Section, in the amount of $3,460.00 on July 3, 1984.

To date we still have not received payment from either the sub contractor we sold the material to, Foress Sign Co., or the prime contractor, Mocon Co. We have been told we will receive a joint check when Foress Sign Co. completes additional work on this project, until then we are expected to wait for this payment.

We sold this material on March 30, 1984 and we do not believe we should have to wait 7 months to receive payment. This letter is to inform you of the status and to increase the amount of our claim to include our service charges. We wish to increase this amount to $3,840.06 which reflects our standard 1½% service charge for the past 7 months. We appreciate any assistance you can provide us. Thank you.

Very truly yours,

Kathleen Johnson

Kathleen Johnson
Office Manager

Coral Sales Company

c: Foress Sign Co.
Mocon Co.
United Pacific Insurance Co.
Michael J. Gardner, Project Manager
SO B2871

RECEIVED
OCT 29
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9737 CL 84-194

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 11, 1984

IN REPLY REFER TO
FILE NO.:

CON 5
#9737

Duncan Crane Service, Inc.
P. O. Box 582
Moses Lake, WA 98837

Attention: Wm. H. Fairbanks
President

Gentlemen:

This will acknowledge your letter of October 1, 1984, filing a claim against the following Highway Division contract:

FILED BY:	Duncan Crane Service, Inc.
AMOUNT:	$7,598.86
FOR:	Crane services
AGAINST (Prime contractor)	Mocon Corporation
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section, McNary Highway, Umatilla County.
SURETY:	United Pacific Insurance Co.
AGENT:	Fred S. James & Co. of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
OCT 17
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

10-18-84 kjm

cc: United Pacific Insurance Co.
Lloyd Center Tower
825 N.E. Multnomah, Suite 300
Portland, OR 97228

United Pacific Insurance Company
33405 - Eighth Avenue So. C-3000
Federal Way, WA 98003

Mocon Corporation
P. O. Box 3258
Salem, OR 97302

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

DUNCAN CRANE SERVICE, INC.

Box 582 509-765-8661
Moses Lake, Washington 98837

Box 1426 509-946-4153
Richland, Washington 99352

October 1, 1984

Mr. Robert Gormsen
Room 721, Transportation Building
State of Oregon
Salem, Oregon 97310

RE: Columbia River Bridge to Umatilla River
Contract No. 9737
Federal Aid No. 1-81-1 (3)(00)

Dear Mr. Gormsen,

I received a telephone call in Moses Lake, Washington, on June 25, 1984, from Bob Morrow of Mocon Corporation. He asked if we could get a crane on the road immediately for Umatilla because he had 12 truck loads of bridge girders on the road and that the crane he had coming out of Portland had lost a rear end and would not be able to make it. We immediately put a crane on the road and did in fact arrive there in plenty of time and set the girders that day. The next day, the access for the crane to back-in for the second set was poor, very soft and loose. We got stuck and Bob Morrow pushed us with a D-8 size cat. To make a long story short, we tore the drive-line, break cans, rear end braces, etc., out of the crane. We found a mechanic and helper to help us put the machine back together well enough to go ahead and get the girders set, thus working late into the night.

I am enclosing a copy of the invoice that was sent to Mocon Corporation for the craning services we performed in June of 1984.

On August 24, 1984, I contacted the person (Linda) who pays the bills for Mocon. At that time she indicated that they were about to pay the bills, but noticed there were adjustments to our billing by Bob Morrow of Mocon, in the amount of $2,690.91, which he refuses to pay. She said she would have him call me and go over the bill. I have not heard from anyone or received any payment as of this date.

I feel it is Mocon's responsibility to pay for the damaged crane and for the hours we were on the job.

I would like to have this letter act as the necessary notice to lien Mocon Corporation for my monies and services.

Very truly yours,

Wm. H Fairbanks

Wm H. Fairbanks
President

WHF:io

RECEIVED
OCT 3 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

#06244

DUNCAN CRANE SERVICE, INC.

Box 582 509-765-8661
Moses Lake, Washington 98837

[illegible] 509-946-4153
Richland, Washington 99352

JULY 3, 1984

MOCON CORPORATION
P. O. BOX 3258
SALEM, OREGON

INVOICE # 06244

HC218A #18 LINK-BELT TRUCK CRANE WITH 110' BOOM

6/25/84	TRAVEL IN	100 MI @ 12.00/MILE	$1,200.00
	SET UP	1½ HR @ 165.00/HOUR	247.50
	CRANING	7½ HR @ 165.00/HOUR	1,237.50
	CREW OVERTIME	6½ HR @ 26.89/HOUR	174.78
6/26/84	CRANING	11 HR @ 165.00/HOUR	1,815.00
	CREW OVERTIME	3 HR @ 26.89/HOUR	80.67
6/27/84	BREAKDOWN	2 HR @ 165.00/HOUR	330.00
	TRAVEL OUT	100 MI @ 12.00/MILE	1,200.00

REPAIRS TO DAMAGED CRANE (ON SITE)

KEN EVANS BILL (WELDING,ETC.)	847.08
U-JOINT	104.81

DUNCAN CRANE SERVICE REPAIRS AT SHOP

PARTS:

BREAK CANS	2 EA @ 118.00/EACH	236.00
LABOR TO REPAIR BREAK CAN MOUNTING BRACKETS & INSTALL BREAK CAN & LINES	6 HR @ 20.92/HOUR	125.52

TOTAL AMOUNT DUE: $7,598.86

T - 2400
C - 4621 36
R - 577 50
5532 7

No. 18

30

RECEIVED
OCT 3 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
OCT 9'84
REFER TO
Potter
FOR
Info | R/D | Sign | Act | File

7. DATE AUTHORIZATION EFFECTIVE 10/2/84

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Revised utility work and costs

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ XX OTHER *(Specify)* Utilities

13. REMARKS

As requested by Mr. Potter's letter of 9/24/84 the revised agreement for five (5) poles from seven (7) poles is approved. Also, as requested the revised costs to a TEC of $16,518.76 is approved.

The above approval does not require additional obligation of funds.

14. DATE 10/5/84

15. SIGNATURE OF APPROVING OFFICIAL D. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

9737

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.: CON 5

DATE: October 5, 1984

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

ATTN: Glenn Hossner

J. L. W

FROM: J. L. Widmer
Construction Engineer

SUBJECT: Columbia River Bridge-Umatilla River
FAP No. I-82-1(3)00
Contract No. 9737
Overtime Violation

Davison Dozing Construction Inc., a subcontractor on this project, was found to have violated overtime requirements on payroll numbers 8 thru 24 and 27 thru 29. One employee was involved.

Proper payment in the amount of $2,439.52 has been made to the affected employee with a copy of the check furnished as proof of payment.

Liquidated damages in the amount of $790.00 is being assessed for the 79 instances of overtime violation.

JLW:mk

bc:
H. S. Coulter
W. E. Schwartz
Jack Sollis
R. D. Hector
Mike Gardner

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
OCT 5 '84
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

10053M

Form 734-3122

September 24, 1984

RECEIVED
STATE HWY ENGR
SEP 26 '84
REFER TO
FOR
Info Inves R/D D/R Sign Act File

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Cost Overrun
Power Distribution Line Relocation
Umatilla Electric Cooperative Association
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Reference is made to my letter of November 3, 1983, which submitted an estimate of cost for the relocation of Umatilla Electric Cooperative Association's power distribution lines and to your Letter of Approval and/or Authorization, dated November 11, 1983, which approved participation in the estimated cost of $18,947. Copies of my letter and your PR-1240 are attached.

It has since been found that the estimate of cost was for the relocation of power lines on seven (7) poles of which only five (5) were located on private property. A percentage of 5/7 or 71.43 should have been applied to the estimated cost, which would have resulted in an estimated State obligation of $13,534.

The relocation of the power distribution lines has been completed and a final billing of cost, in the amount of $16,518.76, received. The final cost of $16,518.76 exceeds the corrected estimated cost of $13,533.39 by $2,985.37 or 22.06%. The Association in a letter dated August 16, 1984, has provided an explanation of the cause for overrunning the estimated cost. A copy of the letter is attached.

The Umatilla Electric Cooperative Association has accomplished the work required to accommodate our highway construction, as requested, and is entitled to full reimbursement.

Your approval of federal participation in the final relocation cost of $16,518.76 is requested.

JMC/GAP/nv
Attachments
cc: E. S. Hunter
Rich Evans, Hwy. Acct.
J. M. Cartwright
Tom Carman

4737

rll

U. S. DEPARTMENT OF TRANSPOR ION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(2)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregqn
Salem, Oregon

RECEIVED
STATE HWY ENGR
AUG 10 '84
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

7. DATE AUTHORIZATION EFFECTIVE 7/31/84

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Right-of-Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☒ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Potter's letter of 7/13/84 I approve the Agreement with Terminal Ditch Company and you are authorized to proceed with the final details of relocation payment for the capitolized lump sum amount of $20,210; Federal Funds $18,638.

The above authorization is contingent upon modification of Project Agreement if additional funds are required.

14. DATE 8-8-84

15. SIGNATURE OF APPROVING OFFICIAL Christianson

16. TITLE for Division Administrator

FORM PR-1240 (Rev 12-79) PREVIOUS EDITIONS MAY BE USED

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Actions Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission, I approved all actions listed below and report this action for your official records:

1) On May 30, 1984, approved an agreement with the Terminal Ditch Company for reconstruction of irrigation facilities on the Columbia River Bridge-Umatilla River Section of the McNary Highway (I-82) in Umatilla County. (Authorized the State Highway Engineer to sign the agreement.)

MISC. CONTRACTS and
AGREEMENTS No.______

2) On July 12, 1984, approved a personal service contract with Coldwell Banker Commercial Real Estate Services, Inc., to provide an extension of services for the Right of Way Section. This is an innovative process as an attempt to better market expensive properties owned by the State. If the property does not sell through the auction process at market value, then Coldwell Banker would be utilized in obtaining a buyer for the property. (Authorized State Highway Engineer to sign contract.)

Dated this 1 day of August, 1984

Anthony Yturri
Anthony Yturri, Chairman
Oregon Transportation Commission

STATE OF OREGON
RAILROAD & UTILITY UNIT 378-6511

INTEROFFICE MEMO

ROW 18-4

TO: J. B. Boyd
Right of Way Manager

DATE: May 29, 1984

FROM:
Jack M. Cartwright
Utility Relocation Coordinator

SUBJECT:
Construction/Maintenance Agreement with Terminal Ditch Company
Reconstruction of Irrigation Facilities
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

RIGHT OF WAY ADMINISTRATION
RECEIVED
MAY 23 1984
M AM ACM RBR CA LS
PMS AS CE OS IA RUE
0 1 2 3 4 F

Here are three copies of an agreement between the Oregon Transportation Commission, Highway Division, and Terminal Ditch Company which provides for the reconstruction, relocation and maintenance of Terminal Ditch Company's irrigation facilities in conflict with the proposed construction of the Columbia River Bridge-Umatilla River Section of the McNary Highway. The Agreement has been approved by Terminal Ditch Company.

The Agreement, more specifically, provides for:

1. The relocation of a portion of the Company's conflicting facilities.
2. The discontinuance of a portion of the Company's conflicting facilities.
3. The payment to several property owners for severance of irrigation facilities.
4. The payment of a capitalized amount of money to cover lost revenues because of right of way purchase.
5. The payment of a capitalized amount of money to cover the annual cost of increased maintenance caused by relocation of irrigation facilities.

The relocation of the Company's facilities is being included as part of the State's highway construction project. Total cash payment to the Company is $20,210.00.

The Agreement is being forwarded for your review and approval and approval of the State Highway Engineer.

JMC/nv
Enc.

81-125-1387

Ch 84-131

STATE OF OREGON
1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JUL 23 1984
NORMA PAULUS
SECRETARY OF STATE

July 19, 1984

IN REPLY REFER TO FILE NO.:
CON 5
#9737

Coral Sales Company
PO Box 577
Clackamas, OR 97015

Attention: Douglas P. Daniels
President

Gentlemen:

This will acknowledge your letter of July 3, 1984, filing a claim against the following Highway Division contract:

FILED BY:	Coral Sales Company
AMOUNT:	$3,460
FOR:	Temporary impact barriers
AGAINST (Prime contractor)	MOCON Corporation
SUBCONTRACTOR:	Foress Sign Company
CONTRACT NO.:	9737
PROJECT:	Columbia River Bridge-Umatilla River Section, McNary Highway, Umatilla County
SURETY:	United Pacific Insurance Co.
AGENT:	Fred S. James & Co. of Oregon

We will advise the surety and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

NOTED ON CARD
2-27-84 ~~~~

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
JUL 24 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: MOCON Corporation
United Pacific Insurance Co.
✓bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

731-0188

Coral Sales Company

[redacted]

P.O. BOX 577
CLACKAMAS, OREGON 97015

July 3, 1984

Mr. Robert W. Gormsen
Commission Services
Transportation Building
Salem, Oregon 97310

Dear Mr. Gormsen:

Notice is hereby given the undersigned, Coral Sales Company, an Oregon Corporation, has a claim for Temporary Impact Barriers on Oregon State Highway Division Contract Number 9737, Columbia River Bridge - Umatilla River Section, in the amount of $3460.00 against the bond taken from Mocon, Inc. and United Pacific Insurance Company for the material supply of said job.

This notice is necessary due to lack of payment from Foress Sign Company, subcontractor to Mocon for this project. Thank You.

Sincerely,

CORAL SALES COMPANY

Douglas P. Daniels
President

DPD/kf

cc: Michael J. Gardner, Project Manager
Mocon, Inc.
United Pacific Insurance
Foress Sign Company
S.O. B2871

RECEIVED
JUL 6 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

DES 16
1-

ROAD DESIGN-HIGHWAY ~~DES 9-1~~

Jack Sullivan
Materials Engineer

July 17, 1984

Stephen H. Macnab, P.E.
Specifications Engineer

Cement Adjustment
Prestressed Concrete Members
Proposed Specifications

To prevent a repeat of the dispute about payment for a cement adjustment for prestressed concrete bridge girders on the Columbia River-Umatilla River Section (Contract # 9737), I am proposing the attached additional special provisions.

Rather than make an addition to the table on page 298 of the Standard Specifications under Section 504 - which would be superceded if a Contractor-designed mix were specified, it seemed better to make a clarification in Section 507.

Please give me your comments as soon as possible, so that we can address this problem on future jobs.

SHM:TB:mg
Attachment

cc: Bryant Jackmond w/ attach.
Gerald Wimer " "
Walter J. Hart " " mb

1 Versteeg ✓
Anderson
[illegible]
[illegible]
Edwards
[illegible]
Trout
Wakerlig

RECEIVED
JUL 18 1984
ROAD DESIGN
SECTION

Do [illegible]
Return [illegible]
Bring Up ..../..../....
Action

SECTION 507 - PRESTRESSED CONCRETE MEMBERS

Prestressed concrete members shall be furnished and installed in conformance with Section 507 of the Standard Specifications supplemented and/or modified as follows:

507.11 Concrete and Grout - Delete this subsection of the Standard Specifications and substitute the following:

507.11 Concrete - Concrete shall conform to the requirements of Section 504.

(Check with Bridge Designer before including the following subsection.)

507.13 Prestressing Reinforcement - In subsection 732.01 change the reference for seven wire strand requirements to ASTM A 416, Grade 270, Supplement 1 (low relaxation strand).

Add the following subsections:

507.14 Grout - Grout used in the keyways of precast prestressed concrete slabs shall be Duralcrete epoxy mortar manufactured by Dural International Corporation, 95 Brook Ave., Deer Park, New York 11729 or an approved equal.

507.15 Backer Rod - Space between precast prestressed concrete slabs below keyways shall be sealed with a material compatible with the epoxy mortar prior to grouting.

Proposed Add. Sec.

507.34 Concrete - Add the following:

(d) Contrary to subsection 504.32 there will be no adjustment of payment due to variation of cement content in precast prestressed concrete members.

(e) In no case shall the cement content of concrete for precast prestressed concrete members be less than 564 pounds 6 sacks) per cubic yard.

507.39 Preparation for Grouting - Prior to placing the prestressed slabs, all keyways shall be sandblasted to remove residual form oil and any other foreign material.

July 13, 1984

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

FROM: Gary A. Potter
Manager, Program Section

NOTED
E. [illegible]

SUBJECT: Irrigational Facilities Relocation
Terminal Ditch Company
Columbia River Br.-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(2)00

RECEIVED
STATE HWY ENGR
JUL 18 '84
REFER TO
FOR

Info	Inter	R/D	D/R	Sign	Act	File

Here is a copy of an agreement between the Oregon Transportation Commission and Terminal Ditch Company, which provides for the relocation of the District's facilities as part of the State's highway construction contract. The agreement also provides for the payment of additional operation and maintenance costs. The agreed upon additional annual cost of maintenance is $1912.50 and lost revenues is $108.50. The State has agreed to pay the Company the capitolized amount of $20,210 which will provide the annual revenue of $2,021.

A certification prepared by Harlin Gerlach as to the Company's rights in the land occupied by their facilities is in our files.

The conflict was anticipated. The Company and the State have entered into a formal relocation agreement as submitted herewith.

An appropriate permit for the utility's proposed relocation will be issued, as required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b(1)(b) of PPM 30-4, as the relocation involves crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Company's facilities.

Your approval of the agreement, as evidenced above, and authorization for participation in the payment of the capitolized amount of $29,210 is requested.

JMC/GAP/nv
Enc.
cc: E. S. Hunter
J. M. Cartwright
Harlin Gerlach

SC

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00
2. STATE PROJECT NO. See below
2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 00125

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 4-23-84
8. FEDERAL ROUTE NUMBER Interstate 82
9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Relocate existing signs for Brownell Blvd.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 4-23-84 as requested in Mr. Fredrickson's letter of 6-18-84 as being cost effective for the use of State forces to proceed with the above work. State Force Order NO. 12 is approved for a TEC of $500 Federal Funds $460.

RECEIVED
STATE HWY ENGR
JUN 27 '84
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig to 6/27

14. DATE 6/25/84
15. SIGNATURE OF APPROVING OFFICIAL G.K Hassner
16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9237

F

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division
2-2-84

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 9/28/84

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:

Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK

Revised Utility costs

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ XX OTHER *(Specify)* See Below

13. REMARKS

As requested by Mr. Potter's letter of 4/25/84 and contingent upon modification of Project Agreement if additional funds are required, I approve the revised total estimated costs for the aerial power transmission line relocation by Pacific Power and Light Company from $34,809 to $69,378.

(Increase TEC $34,569)

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
MAY 7 '84
REFER TO Potter
FOR
Info | Inter | R/D | OAR | Sign | Act | File

Orig. to
5/8

14. DATE 5/3/84

15. SIGNATURE OF APPROVING OFFICIAL D K Hossner

16. TITLE for Division Administrator

FORM PR-1240 PREVIOUS EDITIONS MAY BE USED

ROW 18-4

April 25, 1984

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Aerial Power Transmission Line Relocation
Pacific Power & Light Company
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

NOTED
E. S. HUNTER

Reference is made to my letter of October 18, 1983 which submitted an estimate of cost and sketch map for the relocation of Pacific Power and Light Company's (PP&L) aerial transmission line facilities. Your PR-1240, dated October 24, 1983, approved federal paticipation in the estimated cost of $34,809.

Subsequent review of PP&L's estimate summary sheet disclosed they had erroneously applied a percentage factor to the total cost in a mistaken assumption that the relocation work was only partially reimbursable. The relocation had been established as fully reimbursable by Jack N. Cartwright's conflict letter dated July 25, 1983. A copy of the original estimate summary sheet and Jack W. Cartwright's letter are enclosed.

Here is a copy of PP&L's estimate with a revised summary sheet reflecting a 100 percent reimbursable cost of $69,378.

All other portions of my October 18, 1983 letter remain in full force and effect.

Your approval of the revised actual cost agreement, as evidenced above and in my October 18, 1983 letter and increased authorization for participation in the estimated cost of $69,378, under the provisions of PPM 30-4 is requested.

JMC/GAP/nv
Enclosures
cc: E. S. Hunter
Wayne F. Cobine
Jack M. Cartwright
Harlin Gerlach

RECEIVED
TECHNICAL SERVICES
APR 27 '84
REFER TO
FOR
File
Act
Sign
W/C
R/D
Inves
Info

9 3 7

F

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
PRO

TO: FILES

DATE: March 12, 1984

ORIGINAL SIGNED BY
RY A. POTTER

FROM: Gary A. Potter, Manager
Program Section

NOTED
E. S. HUNTER

SUBJECT: Columbia R. (Umatilla) Bridge
McNary Highway - I-82
Umatilla County

For Program purposes, we are carrying $18 million for our share of the subject bridge.

Friday, March 9, I was informed by WDOT that the construction estimate is now down to $22 million, making our share about $14 million.

GAP:pf

cc: H. S. Coulter
E. S. Hunter
R. N. Bothman
W. E. Schwartz
Walt Hart
R. D. Hector, Region 5

RECEIVED
TECHNICAL SERVICE
MAR 13 '84
REFER TO
FOR
Act File

81-125-1387

F

STATE OF OREGON
RAILROAD & UTILITY UNIT 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: Robert Gormsen
Commission Services

DATE: March 7, 1984

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla County
ODOT Agreement No. RR-1143
R/W File 52258

RAILROAD COMPANIES
FILE No. 1143

Attached is the State's copy of a fully-executed agreement giving the State the right to construct I-82 overcrossing structures over the railroad's Umatilla branch, near Umatilla.

RDT/llr

Attachment

cc: Wayne Cobine - w/copy (2)
R. D. Hector -w/copy
M. J. Gardner - w/copy
Harold Brainerd - w/copy
J. B. Boyd - w/copy

3/12/84
Filed in [illegible]

81-125-1387

9737

F

WASHINGTON
UMATILLA
OREGON
IDAHO

City of Umatilla

Hub City For The Columbia River Basin And Pacific Coast

Telephone 922-3226
P. O. Box 130
UMATILLA, OREGON
97882

February 29, 1984

RECEIVED
TECHNICAL SERVICES
MAR 7 '84
REFER TO adom
FC
Info | Inves | R/O | W/A | Sign | Act | File ✓

3-7-84
cy

Mr. Roger D. Trygstad, PE
Railroad & Utility Engineer
Department of Transportation
Transportation Building
Salem, Oregon 97310

Dear Mr. Trygstad;

Thank you for your letter of February 27, 1984 regarding Brownell Blvd. As you are already aware, the City absolutely needs Brownell Blvd. kept open from Highway 730 to 3rd Street, in that it is the only means of egress and ingress to the Sandbur Addition of the City. This area is growing and will eventually have a population of 600 person plus some commerical activity.

On behalf of the Mayor and City Council, thank you once more for your support in providing a permanent grade crossing and the development of Brownell Blvd.

Sincerely,

Hartley Seeger
City Administrator

RIGHT OF WAY ADMINISTRATION
RECEIVED
MAR - 6 1984
AM ADM RBR CA SS
PMS AS CE OS TA RUE
0 1 2 3 4 F

cc Hunter
as discussed

HS:ef

cc: Mayor Armstrong
City Council

XC: Dave Astle, PUC
Vern Daugherty, UPRR
Dale Wilken, FHWA
J.E. Boyd
R.D. Hector
M.J. Gardner
J.L. Sollis

Columbia River Bridge - Umatilla River Sec
McNary Highway

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
MAR 12 '84
REFER TO Potter
FOR
Info | Invest | R/D | D/R | Sign | Act | File

Orig 3/13

7. DATE AUTHORIZATION EFFECTIVE 12/22/83

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Adjust traffic recorder

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 12/22/83 as requested in Mr. Fredrickson's letter of 2/23/84 as being cost effective for the use of State forces to proceed with the above work. State Force Order No. 7 is approved for a TEC of $5,000, regular Federal-aid matching ratio, appropriation code 042 in amount of $4,611 and increased Federal share (P.L. 97-424 Section 145) appropriation code 04N in amount of $989.

14. DATE 2/29/84

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9737

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-82-1(3)00
Columbia River Bridge-Umatilla River
Railroad Crossing Agreement

Date: February 21, 1984

From: Division Administrator

Reply to Attn. of: HFO-OR

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

In response to Mr. Boyd's February 13, 1984 memorandum I am returning a signed copy of the agreement between the Union Pacific Railroad and the State Highway Division covering an at-grade crossing of the relocated Brownell Blvd. The agreement was transmitted to my office by Mr. Potter's January 23, 1984 memorandum.

The temporary grade crossing provided for in the agreement does not fulfill project development concepts. The project was developed based on a permanent crossing. This requirement must be fulfilled prior to final acceptance of the construction project.

As Mr. Wichman discussed with Mr. Boyd, if for some reason the permanent crossing is not approved, you would resolve the project commitments for providing a permanent frontage road and the railroad would have to share in the cost of the grade separation structure.

It is suggested that the City be apprised of the problem so that efforts to obtain the permanent crossing can be coordinated at the earliest date.

G.K. Hassner
Dale E. Wilken
for

cc:
OSHD (J B Boyd)
OSHD (G Potter)

2-24-84

cy- Boyd
2/27/84
Pls. discuss.
ESH

RECEIVED
TECHNICAL SERVICES
FEB 23 '84
REFER TO
FOR
Info Inves R/D D/R Sign Act File

RECEIVED
STATE HWY ENGR
FEB 22 '84
REFER TO [illegible]
FOR
Info Inves R/D D/R Sign Act File

rll

F

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/6/84

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Utility adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON A XXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

RECEIVED
STATE HWY ENG.
FEB 24 '84
kt.
REFER TO Potter
orig 2/13/84
FOR

Info	Inves	R/D	D/R	Sign	Act	File

13. REMARKS

As requested by Mr. Potter's letter of 2/8/84 this will confirm the advance approval date of 1/6/84 to proceed with the actual adjustments to the Umatilla Electric Cooperative Association aerial power transmission line relocation on an actual cost basis estimated to be $76,089 regular Federal-aid matching ratio appropriation code 042 in amount of $70,170 and increased Federal share (P.L. 97-424 Section 145) appropriation code 04N in amount of $5,919.

I approve the agreement with Umatilla Electric Cooperative Association.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

14. DATE 2/21/84

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

ROW 18-2

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No

February 13, 1984

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

JB Boyd

SUBJECT: Agreement
Union Pacific Railroad
Oregon Project I-82-1(3)00
Columbia River Bridge-Umatilla
River Section
Umatilla County
REF: HFO.8-OR

The agreement between the Union Pacific Railroad and the Highway Division is the best that can be approved at the present time. The Highway Division has tried to get a permanent easement and the Railroad has refused, their goal being to extinguish one existing crossing. The agreement is written for the purpose of continuing progress on this important project. There is no thought on the Highway Division's part to cease our activities and our attempts to formalize permanent crossings at this location.

As I discussed with Mr. John Wichman, the process cannot be changed by the Highway Division. We had to satisfy ourselves with the agreement and the interim order. The following is our plan of action:

1. Complete the agreement as written for the temporary crossing.

2. Continue to pursue with PUC the hearing process during the construction period for the permanent grade crossing.

3. If the Railroad objects, take all necessary steps during the hearing process to justify our position which will include the Environmental Impact Statement, the geometry of the highway, the position that considerble traffic is reduced in the area crossing the railroad and the permanent installation of the gates.

Form 734-3122

FRED MILLER

We agree with the contention that the intent of the project was to provide a permanent frontage road in this area, but the rational process that must be followed is under the control of the PUC. We will do all that we can to ensure that the goals of the entire project have been met. With this assurance, we would request that you approve the interim document with the Railroad.

JBB:jr

cc: Fred Miller ✓
H. S. Coulter
E. S. Hunter
Gary Potter
Vern Skoog
Roger Trygstad

RECEIVED
DOT DIRECTOR
FEB 14 '84
REFER TO
FOR
Info Invest R&R Draft Sign Act File

February 8, 1984

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter
Manager, Program Section

NOTED
E. S. HUNTER

SUBJECT: Aerial Power Transmission Line Relocation
Umatilla Electric Cooperative Association
Columbia River Bridge-Umatilla River Section
McNary Highway (I-84)
Umatilla County
Project No. I-82-1(3)00

Here is a copy of an estimate of cost to adjust Umatilla Electric Cooperative Association's (UECA) aerial power transmission line facilities dated November 28, 1983, and a sketch showing their proposed relocation.

A certification prepared by Harlin Gerlach as to the UECA's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to UECA dated July 25, 1983 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4 as the relocation involves a crossing of the project by the facilities.

There will be no betterment derived from the proposed adjustment of UECA's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of January 6, 1984 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $76,089.

JMC/GAP/llr
Enclosure
cc: E. S. Hunter
D. E. Swan
Jack M. Cartwright
Harlin Gerlach

RECEIVED
TECHNICAL SERVICES
FEB 9 '84
REFER TO
FOR
File
Act
Info

9737

U.S. Department of Transportation

Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-82-1(3)00
Columbia River Bridge -
Umatilla River Section, Umatilla County
(Mr. Potter's ltr, 1-23-84)

Date: February 6, 1984

From: Dale E. Wilken, Division Administrator

Reply to Attn. of: HFO.8-OR

To: Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

The executed Agreement with the Union Pacific Railroad and the Highway Division, submitted for approval with Mr. Potter's letter, is in conflict and cannot be approved as requested.

The temporary grade crossing provided for in the Agreement does not fulfill project development concept, right-of-way acquisition premise, and the approved Throughway Agreement with the City of Umatilla. All were based on construction of a frontage road and a permanent railroad crossing.

A permanent crossing at this location is required to fulfill project commitments.

G. K. Hosmer
for Dale E. Wilken

cc:
OSHD (R Trygstad)
OSHD (G Potter)

RECEIVED
STATE HWY ENGR
FEB 7 '84
REFER TO
cy Bothman - Hunter
FOR
Info Inves R/D D/R Sign Act File

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

January 23, 1984

In Reply Refer to
File No.:

PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: Railroad Agreement
Project No. I-82-1(3)00
Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla County

Enclosed for your approval are two copies of a fully executed agreement between the Union Pacific Railroad and the State Highway Division covering the temporary rights for the relocation of Brownell Blvd.

I request the return of one copy of the agreement approved for our files.

CL:pf
Enclosure

cc: R. Trygstad
General Files

Form 734-3122

9737

F

STATE OF OREGON
RAILROAD & UTILITY UNIT 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: Robert Gormsen
Commission Services

DATE: January 17, 1984

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla County
ODOT Agreement No. 1143

RAILROAD COMPANIES
FILE No. 1143

Attached is the State's copy of the fully-executed agreement granting the temporary rights for the relocation of Brownell Blvd. on the subject project.

RDT/llr

Attachment

cc: R. D. Hector - w/copy
Gary Potter - w/copy (2)
M. J. Gardner - w/copy
Harold Brainard - w/copy

2/14/83 [illegible]

81-125-1387

9737

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-82-1(3)00
Columbia River Bridge-Umatilla River Section
McNary Highway, Aerial Power Line Relocation
Pacific Power & Light Company

Date: January 17, 1984

Reply to Attn. of: HFO.4/5-OR

From: Division Administrator

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

NOTED
H.S. COULTER

We have reviewed your letter of December 12, 1983, regarding the placement of five (5) power poles within the right-of-way of this project.

The AASHTO publication "A Policy on the Accommodation of Utilities on Freeway Rights-of-Way, 1969" addresses the placement of utilities along freeways constructed on new location. This policy generally prohibits the installation of utilities longitudinally within the access control line. The policy does, however, provide for extreme cases whereby a utility can be located longitudinally along a freeway. We agree that conditions are present which support your request to install the poles inside of the right-of-way as shown on the utility map submitted with your letter, and that the proposed utility installation will not adversely affect the design, construction, stability, traffic safety or operation of the freeway.

Your request is approved providing that maintenance and/or reconstruction of the power lines be prohibited from the interstate roadway and interchange ramp roadway. In addition, every effort should be made to establish the access control line between the freeway and the utility installation.

G.K. [illegible]
for Dale E. Wilken

cc:
OSHD (J M Cartwright)
OSHD (G Potter)

RECEIVED
STATE HWY ENGR
JAN 23 '84
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

January 6, 1984

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ATTENTION: David B. Carter, Area Engineer

Jack M. Cartwright

FROM: Jack M. Cartwright
Utility Relocation Coordinator

SUBJECT: Federal Participation Eligibility Date
Aerial Power Transmission Line Relocation
Umatilla Electric Cooperative Association
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Project No. I-82-1(3)00

Dear Mr. Carter:

Confirmation of your verbal authorization for Umatilla Electric Cooperative Association to proceed with the relocation of their 115 K.V. aerial power transmission line facilities in conflict with this project as of January 6, 1984 is requested. An estimate of cost has been received from the Association in the amount of $76,000. The estimate is presently being reviewed by Highway Accounting Section and will be forwarded for your review and approval by separate letter. Federal participation in the cost of the relocation work is subject to FHWA's review and approval of the estimate of cost.

Advanced authorization date of
January 6, 1984 is approved

David B. Carter

David B. Carter, Area Engineer

JMC/llr
cc: ~~E. S. Hunter~~
Gary Potter
R. D. Hector
Mike Gardner
Harlin Gerlach
Pete Gonzalez

RECEIVED
TECHNICAL SERVICES
JAN 11 '84
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

RECE[illegible]
JAN 10 '84
RR & UTILIT[illegible]

bc: E. S. Hunter
~~J. L. Sollis~~
J. B. Boyd
R. D. Hector
Mike Gardner
Harlin Gerlach

NOTED
E. S. HUNTER

December 22, 1983

Mr. Clyde L. Veith
President
Terminal Ditch Company
PO Box 1416
Umatilla, Oregon 97882

Settlement Proposal for
Discontinued Ditch Facilities
Columbia River Bridge-Umatilla
River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Dear Mr. Veith:

The Oregon State Highway Division has decided to negotiate with Kenneth P. Munger and Eldon S. and Glenna I. Jenks for the discontinuation of irrigation ditch facilities serving their property that conflict with the construction of the subject highway project. A tentative agreement for settlement has been reached with the two owners for the termination of their ditch facilities.

The Terminal Ditch Company's rights to a settlement because of the discontinuation of the Munger and Jenks irrigation ditch facilities has been reviewed by this office; J. B. Boyd, Right of Way Manager; and Jack L. Sollis, Attorney In Charge for the Department of Transportation. The Highway Division has made the determination that the only settlement due Terminal Ditch Company is for the lost maintenance revenue.

Mr. George L. Anderson, attorney for your company, has advised that the assessment for maintenance for the last few years has averaged $10 per acre. The State water rights records show the Munger property having 5.85 acres and the Jenks property having 12.1 acres for a total of 17.95 acres.

The Highway Division is willing to pay the Terminal Ditch Company a capitalized amount of money, which would provide an annual income of $180. We have checked and found that savings and loan institutions in the Hermiston area are offering in excess of 10% on long term savings. The Highway Division, therefore, offers the Terminal Ditch Company $1,800 as full settlement for the discontinuation of the Munger and Jenks facilities.

RECEIVED
TECHNICAL SERVICES
DEC 22 '83
REFER TO
FOR
Info Invest R/D D/R Sign Act File

Yours truly,

Jack M. Cartwright

Jack M. Cartwright
Utility Relocation Coordinator

JMC/llr

ROAD DESIGN-HIGHWAY DES 16

J. B. Boyd
Right of Way Manager

December 16, 1983

Don R. Adams, P.E.
Final Design Engineer

R/W File 50815, Jones-Scott Co.
Columbia River Bridge-Umatilla River Sec.
McNary Hwy.
Umatilla County

Neil Boehmer's letter of December 1, 1983 regarding the waterline and pond on subject property has been reviewed by this office.

The 12-inch conduit is apparently a R/W obligation and is not shown on project plans. The length of 425 feet ± shown on the sketch is barely enough to clear the surfacing slope on each side of the freeway. This area is in a cut and the conduit should probably extend beyond the ditch lines.

The "profile" does not reflect the horizontal distances scaled from the sketch, and it is not clear if it is supposed to be for the alignment shown on the sketch. The "profile" also does not accurately depict the ground line at completion of grading.

Installing the 6-inch pipe at the same time the conduit is installed seems appropriate. It is probably the most economical method and would help minimize conflict between our contractor and Jones-Scott.

Potential danger of the pond may best be assessed by geotechnical and/or hydraulics people.

Since this project is contracted, we have returned all data to the Project Manager, Mike Gardner. He should tie down the location and profile of the proposed line and be involved in working out a solution. Work will probably have to be done under Price Agreement or Work Order.

FE:mg

Attachment (original)

cc: R. Hector w/attachment
F. Terpin " "
E. Johnsen " "

cys sent

bc: Fred Eriksen w/attachment

1 Versteeg ✓
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
2 Trout
Wakerlig

RECEIVED
DEC 19 1983
ROAD DESIGN
SECTION

Do Not File ☐
Return To
Bring Up ____/____/____
Action

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Bend, Oregon 97708

December 1, 1983

FILE:

FROM: Neil C. Boehmer
Region Appraiser

TO: MEMO TO THE FILE

SUBJECT: File: 50815
Jones-Scott Co.
Washington State Line-Old OR Trail
McNary Highway
Umatilla County
FAP: I-82-1(2)

The State is to install a 12" conduit in which the Jones-Scott Company will install a 6" water line. The water is pumped from the west side of the new right of way line to a settling pond located on the east side (see attached sketch map).

1. Manager Don Barnes of Jones-Scott Company contacted me and asked if the water pipe could be installed at the same time the conduit is put in. It is our understanding the conduit will be 425 ft. long, which will likely require the 6" water pipe to be longer. The Jones-Scott Company prepared a map showing the below ground level position the pipe will be on the east side of the right of way. I believe their sketch shows the pipe will be about 14 feet below the remaining ground level.

2. An additional observation by Jones-Scott is the settling pond, when full of water, has a potential of spilling over (through a couple of cuts) to the new highway. They believe the pond should be deepened some to prevent a possible water escape. The silt on the bottom of the pond, deposited by past use, prevents the water from settling into the ground.

As a result of their observations and comments, I think a decision of policy, or whatever, should be made on the following questions before they become a problem during the pending condemnation trial.

Questions on Paragraph No. 1.

1. Could the installation of the water pipe be done at the same time the 12" conduit is being installed? They now use aluminum irrigation pipe with a clamp connection. The replacement water pipe, according to their bids received, would be as follows: 6" pipe ID 6 5/801) - 425 Lin. Ft. at $8.53 per Lin. Ft., plus $300.00 for welding the sections at time of installation.

   They have expressed concern as to the problem of installing pipe if it was done after construction of highway. In addition, the delay in using water pipe would be minimum if installed the same time as the 12" conduit.

2. Does the attached sketch from Jones-Scott accuragely show the remaining ground elevation in relation to the proposed conduit?

Question on Paragraph No. 2

1. Jones-Scott have raised the question of their settling pond and the potential of it spilling through to the new highway. They have the opinion the pond should be lowered and see it as a State obligation to prevent any future damage. This problem, if it is one, should be addressed as a construction item or as an item the appraisers consider. In either case, it seems a potential danger of a pond spillage should be examined.

NCB:pw

9737

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
JAN 6 '84
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig to
1/u

7. DATE AUTHORIZATION EFFECTIVE 12/15/83
8. FEDERAL ROUTE NUMBER Interstate 82
9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Install signals and gates

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Potter's 12/12/83 letter you are authorized to proceed with the work covered by the Agreement with the Union Pacific Railroad Company approved by the Highway Division on 11/10/83 at a total estimated cost of $81,220 Federal Funds $74,901.

The above authorization is contingent upon modification of Project Agreement if additional funds are required.

Signed copies of the Agreements are returned herewith.

14. DATE 12/15/83
15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner
16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

[illegible]7

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: December 12, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL [illegible]
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Project No. I-82-1(3)00
Columbia Riv. Br.-Umatilla Riv. Sec.
McNary Highway
Umatilla County
Railroad Agreements

Enclosed for your approval are two fully executed agreements between the Union Pacific Railroad Co. and the State Highway Division for the Brownell Blvd. grade crossing and one copy of a proposed agreement granting rights for construction of I-82 overcrossing structures over the railroads Umatilla Branch on the subject project. The estimated total cost for work by the railroad for the crossing work is $81,220 and the estimated costs of the property rights is $1,000.

I further request the following:

1) Authorization to proceed with work by the railroad for the grade crossing work with no increase in obligation of funds at this time.

2) The return of one copy of the railroad crossing agreement approved for our files.

The costs for the property rights is a right-of-way item which will be charged to the right-of-way project No. I-82-1(2)00.

This request supercedes our previous letter of November 17, 1983.

CL:bkb
Enc.

cc: R. Trygstad
General Files

Form 734-3122

RECEIVED
TECHNICAL SERVICES
[illegible] 13 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

December 12, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ATTENTION: David B. Carter, Area Engineer

FROM: Jack M. Cartwright
Utility Relocation Coordinator

SUBJECT: Aerial Power Line Relocation
Pacific Power & Light Company
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Reference is made to Gary A. Potter's letters of October 14 and 18, 1983 which submitted estimates and sketches for the relocation of Pacific Power and Light Company's (PP&L) aerial power transmission line and distribution line underbuilt to accommodate the the construction of the subject project.

PP&L's relocation plan was to place their new facilities on easements over private property along the easterly side of the Columbia River Highway Interchange as shown shaded in blue on the attached sketch. Part of the power line easements were across property owned by A. L. Conforth (between the U.P.R.R. R/W and the Columbia River Highway) as shown shaded in green on the attached sketch.

PP&L was not able to negotiate with A. L. Conforth for a power line easement at a reasonable price. Mr. Conforth's last request was for $1.00 per square foot. PP&L tried repeatedly to negotiate a reasonable settlement for the required easement. Mr. Conforth's attorney was unyielding in demanding an unreasonable high price for the required power line easement.

PP&L's inability to negotiate a fair price for the power line easement left the State with only one option and that was to accommodate the relocated pwer lines on highway right of way between the UPRR R/W and the Columbia River Highway. The section of power line to be accommodated on highway right of way is shown shaded in red on the attached revised relocation plan.

PP&L's existing power line is located on private property or by prior right, therefore, they are entitled to accommodation by "X" Permit. The terms of the "X" Permit will prohibit maintenance and reconstruction of power lines from the Interstate freeway roadway and interchange ramp roadway.

Confirmation of your verbal approval to accommodate PP&L on Interstate freeway right of way between the UPRR R/W and the Columbia River Highway is requested.

JMC/jlr
Attachment
cc: E. S. Hunter
J. B. Boyd
R. D. Hector
Mike Gardner
Harlin Gerlach

December 7, 1983

MOCON Corporation
P. O. Box 3258
Salem, OR 97302

CON 5
#9737

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

> Contract No. 9737 for work on the Columbia River Bridge-Umatilla River Section of the McNary Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

Encl.

cc: United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 - 8th Avenue So. C-3000
Federal Way, WA 98003

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
Robert Hector
Michael Gardner
L. E. George

MOCON CORPORATION

November 23, 1983

Office of Commission Services
Room 121
State Transportation Building
Salem, Oregon 97310

Attention: Robert W. Gormsen
Commission Services

#9737

Project: Columbia River Br. - Umatilla River Sec.
McNary Highway
Umatilla County

Re: Documentation of MBE Participation

Gentlemen:

MOCON Corporation will utilize the following subcontractors for the various items of work listed to fulfill contracts goals for MBE participation. These goals are: MBE - $373,432 and WBE - $46,679.

1. Walt's Concrete Co. (WBE - $59,710.35)
945 N. 28th
Springfield, Oregon 97477
503-747-3455

81.	Type "G" Concrete Rail (Excludes reinforcement)	$10,174.50
99.	Type "G" Concrete Rail (Excludes reinforcement)	10,174.50
116.	Type "G" Concrete Rail (Excludes reinforcement)	9,216.90
130.	Type "G" Concrete Rail (Excludes reinforcement)	9,396.45
145.	Type "G" Concrete Rail (Excludes reinforcement)	10,374.00
163.	Type "G" Concrete Rail (Excludes reinforcement)	10,374.00

2. R.E. Smith Co. (MBE - $378,050.28)
P.O. Box 473
Vashon, Washington 98070
206-463-9127

78.	Reinforcement	24,113.00
79.	Coated Reinforcement	21,504.00
80.	Concrete Bridge End Panels (Reinforcement)	4,481.30
81.	Type "G" Concrete Rail (Reinforcement)	2,080.80
96.	Reinforcement	24,113.00
97.	Coated Reinforcement	21,504.00
98.	Concrete Bridge End Panels (Reinforcement)	4,481.30
99.	Type "G" Concrete Rail (Reinforcement)	2,080.80
113.	Reinforcement	25,771.00

114.	Coated Reinforcement	$18,036.00
115.	Concrete Bridge End Panels (Reinforcement)	4,779.04
116.	Type "G" Concrete Rail (Reinforcement)	1,884.96
127.	Reinforcement	25,222.00
128.	Coated Reinforcement	17,687.00
129.	Concreted Bridge End Panels (Reinforcement)	4,819.20
130.	Type "G" Concrete Rail (Reinforcement)	1,921.68
142.	Reinforcement	51,908.00
143.	Coated Reinforcement	28,740.00
144.	Concrete Bridge End Panels (Reinforcement)	4,016.00
145.	Type "G" Concrete Rail (Reinforcement)	2,121.60
160.	Reinforcement	51,908.00
161.	Coated Reinforcement	28,740.00
162.	Concrete Bridge End Panels (Reinforcement)	4,016.00
163.	Type "G" Concrete Rail (Reinforcement)	2,121.60

By utilizing the above subcontractors, MOCON's MBE participation exceeds the contract goals as follows.

PARTICIPATION	GOAL	ACTUAL	% OF GOAL
MBE	373,432	378,050	101%
WBE	46,679	59,710	128%

Please call if there are any questions. Thank you.

Sincerely,

MOCON CORPORATION

Wade H. Wakayama

WHW/lw

RECEIVED
NOV 23 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

December 2, 1983

Mr. Hartley Seeger
City Administrator
City of Umatilla
P.O. Box 130
Umatilla, OR 97882

Proposed Construction/Finance
Agreement
Sanitary Sewer Conduit Installation
Columbia River Bridge-Umatilla
River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Dear Mr. Seeger:

Reference is made to your letter of November 1, 1983 and my letter of November 10, 1983 regarding the City's request to have the installation of a 28-inch steel pipe conduit included as a part of the State's contract for the subject project.

Bids for the State's project were received, as scheduled, on November 17, 1983. A successful low bidder was selected and the contract has been awarded to MOCON Corporation, P.O. Box 3258, Salem, OR 97302. As indicated in my letter of November 10, 1983, the State's contractor will be approached for an estimate of cost to install a conduit on an Extra Work or Price Agreement basis.

Enclosed, is a rough draft of an Agreement between the Oregon Transportation Commission and the City of Umatilla which would cover the construction and financing of the sanitary sewer conduit installation. The rough draft is being forwarded at this time for your review so that when an estimate is received from the State's contractor, we may proceed without delay in finalizing the agreement between the State and the City. Please review the rough draft agreement and advise if there are any changes, additions or deletions required by the City.

Your cooperation in this matter will be greatly appreciated.

RECEIVED
STATE HWY ENGR
DEC 5 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Yours truly,

Jack Cartwright

Jack M. Cartwright
Utility Relocation Coordinator

JMC/llr
Enclosure
cc: W. E. Schwartz - w/att.
R. D. Hector - w/att.
Mike Gardner - w/att.
Harlin Gerlach - w/att.

Form 734-3122

Department of Energy
Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208

In reply refer to: EVLS
Tract Nos. LM-JD-286, -286A,
-286B, -286C, -286D, -287,
-288; Mc-Ma-2, -2A, -2B,
-2C, -2D, -3, -3A, and -4

NOV 30 1983

Your reference:
Columbia River Bridge -
Umatilla River Section
McNary Highway (I-82)
Project No. I-82-1(3)00

MISC. CONTRACTS and
AGREEMENTS No.______

Mr. Jack M. Cartwright
Utility Relocation Coordinator
Oregon Department of Transportation
Transportation Building
Salem, Oregon 97310

Dear Mr. Cartwright:

The signed Trust Agreement covering relocation of a portion of Bonneville Power Administration (BPA) transmission line facilities for subject highway project and Highway Division check in the amount of $228,000 were received November 25, 1983.

The agreement has been signed for BPA and, as requested in your letter of November 23, 1983, the fully executed original and one copy is enclosed.

Sincerely,

Kathleen L. Lewis
Kathleen L. Lewis
Acting Chief
Land Management Unit

Enclosure

Original to Gen. Files 12-1-83
Copy to Pete Gonzalez
Harlin Gerlach

[illegible]

RECEIVED
[illegible] 1983
RR & UTILITY UNIT

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Action Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission, I approved the following action and report it for your official records:

> On October 20, 1983, approved a trust agreement with Bonneville Power Administration which covers the relocation of their transmission line facilities in conflict with the construction of the Columbia River Bridge-Umatilla River Section of McNary Highway (I-82) in Umatilla County. Estimated cost $228,000.

Dated this 31 day of October, 1983

Anthony Yturri

Anthony Yturri, Chairman
Oregon Transportation Commission

APPROVED
STATE HIGHWAY ENGINEER
Date 10/21/83

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-82-1(2)
Columbia River Bridge - Umatilla River Sec.
Federal Land Transfer - File No. 53549

Date: November 17, 1983

From: Division Administrator

Reply to Attn. of: HRW-OR

To: Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division

Attached is an executed highway easement deed completing the transfer of public land required for right-of-way on the subject project.

Please provide the Bureau of Land Management, Baker Resource Area Office with a conformed copy of the deed after recording.

John A Weidman
for Dale E. Wilken

Attachment
Hwy Easement Deed

cc:
OSHD (Adele Egan, R/W)

RECEIVED
STATE HWY ENGR
NOV 18 '83
REFER TO Dozal
FOR

Info	Inves	R/D	J/R	Sign	Act	File
					✓	

Orig w/enc

Highway Division
File 53549
I-82-1(2) 9B-22-25

HIGHWAY EASEMENT DEED

THIS DEED, made this 14th day of NOVEMBER, 1983, by and between the UNITED STATES OF AMERICA, acting by and through the Department of Transportation, Federal Highway Administration, hereinafter referred to as the Department, and the State of Oregon, by and through its Department of Transportation, Highway Division, hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 U.S.C. Section 317) and Section 107 (d), for the right-of-way of a highway over certain Federal land under the jurisdiction of the Department of the Interior - Bureau of Land Management in the State of Oregon, which land has been appropriated by the Department, and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right-of-way for the McNary Highway; and

WHEREAS, the Department of the Interior, acting by and through the Bureau of Land Management, in its consent to the appropriation of the Federal land, has agreed to the transfer by the Department of an easement over the land to the Grantee.

NOW THEREFORE, the Department, as authorized by law, and in compliance with all requirements imposed by or pursuant to Title 49 CFR, Department of Transportation, Subtitle A, Office of Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation (49 CFR 21.2 - 21.23) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby grant to the Grantee an easement for a right-of-way for the construction, operation, and maintenance of a highway, including control of access thereto from adjoining lands, and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described Federal land within the County of Umatilla, State of Oregon:

Township 5 North, Range 28 East, Willamette Meridian

SECTION	SUBDIVISION
32	W½NE¼

as shown colored in orange on the following map:

Drawing No. 9B-22-25, Dated May, 1983, a strip map, Marked Exhibit "A" attached hereto and made a part hereof, subject, however, to the following terms and conditions:

(1) Outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claims.

10-21-83

(2) Construction of the highway facility is to be undertaken by the Grantee in compliance with the Act entitled "An Act for the preservation of American antiquities" approved June 8, 1960 (34 Stat. 225, 26 U.S.C. 432-433), and State laws where applicable.

(3) The easement herein granted shall terminate five (5) years from the date of the execution of this deed by the United States of America in the event construction of a highway on the right-of-way is not started during such period.

(4) The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of construction, operation, and maintenance of a highway in accordance with the approved plans described in the following condition numbered (5) and does not include the grant of any rights for non-highway purposes or facilities; and Provided, that the right of the Bureau of Land Management to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration Regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and in any case the Federal Highway Administration and the State agency shall be consulted prior to the exercise of such rights; and Provided, further that nothing herein shall prelude the Bureau of Land Management from locating Department of the Interior information signs on the portions of the right-of-way outside of construction clearing limits, except that such signs sahll not be located on the right-of-way of an Interstate System.

(5) The design and construction of highway projects situated on this right-of-way will be in accord with the provisions of Title 23, U.S.C. Code-Highways, and amendments; the provisions of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration and the construction specifications of the State Highway Department as approved by the Federal Highway Administration for use on Federal-aid projects; and the following terms and conditions specified by the Bureau of Land Management:

(6) Consistent with highway safety standards, the Grantee shall:

(a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.

(b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species, all earth cut or fill slopes feasible for vegetation or other areas on which ground cover is destroyed. The Grantee shall maintain all terracing, waterbars, lead-off ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

(7) The Grantee shall establish no borrow, sand, or gravel pits, stone quarry, or permanent storage areas, sites for highway operation and maintenance facilities, camps, supply depot or disposal areas within the right-of-way unless shown on approved construction plan without first obtaining approval.

(8) The Grantee shall maintain the right-of-way and highway facilities to acceptable standards of repair, orderliness, neatness, sanitation, and safety.

(9) The Grantee shall maintain the right-of-way clearing by means of chemicals only after specific written approval has been given by the Department after consultation with the Bureau of Land Management. Application for such approval must be in writing and specify the time, methods, chemicals, and the exact portion of the right-of-way to be chemically treated.

(10) When need for the easement herein granted shall no longer exist and the area has been reasonably rehabilitated to protect the public and environment, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Secretary of the Department of the Interior or its assigns.

The Grantee, in consideration of the conveyance of said land, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that (a) no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such land hereby conveyed, (b) that the Grantee shall use said land so conveyed in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation, in effectuation of Title VI of the Civil Right Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have the right to re-enter said land and facilities on said land, and the above-described land and facilities shall thereupon revert to and vest in and become the absolute property of the Department and its assigns, as such interest existed prior to this instrument.

IN WITNESS WHEREAS, I, Robert B. Rutledge, Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, and the Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ______________________
Robert B. Rutledge,
Regional Counsel

In Presence of:

____

____

STATE OF OREGON)

COUNTY OF MULTNOMAH)

I, Donna Z Juhnke, a Notary Public in and for the State of Oregon, do herey certify that on this the 14th day of November, 1983, before me personally appeared Robert B. Rutledge, Regional Counsel, Federal Highway Administration, and acknowledged that the foregoing instrument bearing date of November 14, 1983, was executed by him in his official capacity and by authority in him vested by law, for the purposes and intents in said instrument described and set forth, and acknowledged the same to be his free act and deed as Regional Counsel, Federal Highway Administration.

Witness my hand and seal this 14th day of November, 1983.

Donna Z Juhnke
DONNA Z. JUHNKE
NOTARY PUBLIC-OREGON
My Commission Expires 10/14/86

Donna Z Juhnke
Notary Public for Oregon
My Commission expires 10/14/86

In compliance with the conditions set forth in the foregoing deed, the State of Oregon certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

APPROVED AS TO
LEGAL SUFFICIENCY
Asst. Attorney General
Date

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION,
Highway Division
By JB Boyd
J. B. Boyd, Right of Way Manager
OCT 27 1983

STATE OF OREGON, County of Marion

Oct. 27, 1983. Personally appeared J. B. Boyd, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Adele L. Egan
Notary Public for Oregon
My Commission expires Oct. 30. 1984

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 17, 1983

In Reply Refer to
File No.:
PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED B
GARY A. POTTER

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: Proposed Railroad Agreement
Project No. I-82-1(3)00
Columbia Riv. Bridge-Umatilla Riv. Section
McNary Highway
Umatilla County

I request your approval of the enclosed proposed agreement with Union Pacific Railroad Company which was approved by the Highway Division on November 10, 1983 on the subject project. The estimated total cost for work by the railroad is $81,220.

I further request authorization to proceed with work by the railroad with no increase in obligation of funds at this time.

CL:pf
Attachment

cc: R. Trygstad
General Files

Form 734-3122

nig

U. S. DEPARTMENT OF TRANSPORT[illegible]ION
FEDERAL HIGHWAY ADMINIST[illegible]ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter, State Highway Engineer
State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 9-28-83

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
COLUMBIA RIVER BRIDGE - UMATILLA RIVER SECTION

11. GENERAL DESCRIPTION OF WORK
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility

13. REMARKS

As requested by Mr. Potter's November 3, 1983 letter this confirms my authorization date of September 28, 1983 to proceed with the actual adjustment to Umatilla Electric Cooperative's aerial power line relocation. Contingent upon modification of Project Agreement if additional funds are required reimbursement on an actual cost basis estimated to be $18,947 regular Federal-aid funds $17,473 and increased Federal share $1,474 is approved.

I approve the Agreement with Umatilla Electric Cooperative.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

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14. DATE 11-17-83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

F

STATE OF OREG.N INTE. OFFICE MEMO
RAILROAD & UTILITY UNIT 378-6511 ROW 18-2

J. B. Boyd, PE, PLS
Right of Way Manager

DATE: November 10, 1983

Roger D. Trygstad, PE
Railroad & Utility Engineer

Agreements
Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla Highway
ODOT Agreement No. RR-1143

RAILROAD COMPANIES
FILE No. 1143

Attached are two copies each of an agreement giving us the right to construct an I-82 overcrossing structure over the Railroad's Umatilla Branch and a service contract covering the installation of flashing lights and gates on Brownell Blvd. Both of these agreements have to do with the subject project. This project will be funded with FAI funds.

Please review these agreements and if they are found satisfactory, sign them on behalf of the Oregon Department of Transportation and return them to my office for transmission to the Railroad.

RDT/llr
cc: Robert Gormsen

[illegible]

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 3, 1983

In Reply Refer to
File No

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

FROM: Gary A. Potter
Manager, Program Section

NOTED
E. S. HUNTER

SUBJECT: Aerial Power ~~Transmission~~ DISTRIBUTION Line Relocation
Umatilla Electric Cooperative
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Project No. I-82-1(3)00

Here is a copy of a lump sum estimate of cost to adjust Umatilla Electric Cooperative's facilities dated October 5, 1983, and a sketch showing their proposed relocation.

A certification prepared by Harlin Gerlach as to the Cooperative's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the Cooperative dated July 27, 1983 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued as required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a crossing of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Cooperative's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of September 28, 1983 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $18,947.

JMC/GAP/jh
Enc.

cc: E. S. Hunter
~~D. E. Swan~~
✓ Jack M. Cartwright
Harlin Gerlach

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Form 734-3122

1983 Col. R. Br.-Umatilla River 9737
River Sec., McNary Hwy.
(Gr, pav, strs, sign, & sig.) #1

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 28, 1983

In Reply Refer to
File No.:

Mr. John Allen
Washington Department of Transportation
P.O. Box 2970
Pasco, WA 99302

Department of the Army Permit No. 071-OYC-2-002170

Enclosed is a copy of the Department of the Army Permit to construct the approach fill and place riprap protection for the proposed bridge across the Columbia River for Interstate 82. Special Condition "aa" restricts the start of work until the concerns of the Confederated Tribes are resolved. These concerns have been resolved as indicated by letter attached to the permit.

As pointed out in the Acting District Engineer's letter, should there be a change from the approved drawing, a revised drawing would have to be submitted for approval.

It is anticipated that we will open bids for the Columbia River Bridge-Umatilla River Section of the McNary Highway, which includes the approach fill, on November 17, 1983. Completion time for the contract is 600 calendar days.

Frank E. Terpin
Frank E. Terpin, P.E., P.L.S.
Location Engineer

Enclosure
FET:DEK:ge

cc FHWA
E. S. Hunter
J. H. Versteeg
C. M. Gilmour
W. J. Hart
R. D. Hector
D. E. Keyes

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Form 734-3122

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U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: I-82-1(3)00

2. STATE PROJECT NO.: See Below

2A. COUNTY NAME: Umatilla

3. FROM:
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 00125

6. TO:
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
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FOR
Info | Inves | R/D | D/R | Sign | Act | File

7. DATE AUTHORIZATION EFFECTIVE: 10/26/83

8. FEDERAL ROUTE NUMBER: Interstate 82

9. STATE ROUTE NUMBER: Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK:
Revised PS&E

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY

☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

☒ OTHER *(Specify)* Anticipated items as shown in "PS&E" Estimate dated 10/19/83

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate as being cost-effective.

Mr. Potter's 10/24/83 request and certifying statements are accepted.

Revised PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $7,460,987. Regular Federal-aid matching ratio, appropriation code 042 in amount of $6,880,520 and increased Federal share (P.L. 97-424 Section 145) appropriation code 04N in amount of $580,467.

A signed copy of the Revised Title Sheet is returned herewith.

14. DATE: 10/26/83

15. SIGNATURE OF APPROVING OFFICIAL: G. K. Hessner

16. TITLE: for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.
I-82-1(3)00

2. STATE PROJECT NO.
See Below

2A. COUNTY NAME
Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

11-1-83

4. PROGRAM NO.

5. ITEM NO.
00125

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE
9/28/83

8. FEDERAL ROUTE NUMBER
Interstate 82

9. STATE ROUTE NUMBER
Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
XX☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Potter's letter of 10/18/83 this confirms my authorization date of 9/28/83 to proceed with the actual adjustment to Bonniville Power Administrations power transmission line relocation. Contingent upon modification of Project Agreement if additional funds are required reimbursement on an actual cost basis estimated to be $228,000. Regular Federal funds $210,262 and increased Federal share $17,738 is approved.

I approve the agreement with Bonniville Power Administration.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

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14. DATE
10/24/83

15. SIGNATURE OF APPROVING OFFICIAL
G. K. Hossner

16. TITLE
for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

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U. S. DEPARTMENT OF TRANSPORT ON
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 9/28/83

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10 GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utillity Adjustment

13. REMARKS

As requested by Mr. Potter's letter of 10/18/83 this will confirm my authorization date of 9/28/83 to proceed with the actual adjustments for Pacific Power & Light Company's aerial power transmission line relocation. Contingent upon modification of project agreement if additional funds are required reimbursement on an actual cost basis estimated to be $34,809, regular Federal-aid $32,101 and increased Federal share $2,708 is approved.

I approve the Agreement with Pacific Power & Light Co.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

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14. DATE 10/24/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

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U. S. DEPARTMENT OF TRANSPORTA ON
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 9/28/83

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ XX OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Potter's letter of 10/14/83 this will confirm my authorization date of 9/28/83 to proceed with the actual adjustments for Pacific Power and Light Company's aerial power distribution line relocation. Contingent upon modification of project agreement if additional funds are required, reimbursement on an actual cost basis estimated to be $41,088.55, regular Federal-aid $37,891.86 and increased Federal-aid $3,196.69 is approved.

I approve the Agreement with Pacific Power & Light Company.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

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14. DATE 10/24/83

15. SIGNATURE OF APPROVING OFFICIAL G. K.

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

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U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 9/28/83

8. FEDERAL ROUTE NUMBER Interstate 82

9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Section

11. GENERAL DESCRIPTION OF WORK
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* utility adjustment

13. REMARKS

As requested by Mr. Potter's letter of 10/14/83 this will confirm my authorization date of 9/28/83 to proceed with the actual adjustments for Pacific Power and Light Company's Aerial Power Distribution Line (underbuilt on transmission line poles) relocation. Contingent upon modification of Project Agreement if additional funds are required, reimbursement on an actual cost basis estimated to be $31,867, regular Federal-aid $29,387.74 and increased Federal-aid $2,479.26 is approved.

I approve the Agreement with Pacific Power & Light Co.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

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14. DATE 10/24/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

October 18, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED B
GARY A. POTTER

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Aerial Power Transmission Line Relocation
Pacific Power & Light Company
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Here is a copy of an estimate of cost to adjust Pacific Power & Light Company's (PP&L) aerial power transmission line facilities dated August 8, 1983, and a sketch showing their proposed relocation.

A certification prepared by Harlin Gerlach as to PP&L's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to PP&L dated July 25, 1983 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued as required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves two crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the PP&L's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of October 17, 1983 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $34,809.

JMC/GAP/llr
Enclosure
cc: ✓E. S. Hunter
D. E. Swan
Jack M. Cartwright
Harlin Gerlach

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October 18, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED
GARY A. POTTER

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Power Transmission Line Relocation
Bonneville Power Administration
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Here is a copy of a Trust Agreement and estimate of cost covering the relocation of Bonneville Power Administration's (BPA) transmission line facilities dated October 14, 1983, and a sketch showing their proposed relocation.

A certification prepared by Harlin Gerlach as to BPA's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to BPA dated July 25, 1983 was previously supplied to your office.

A Crossing Agreement for BPA's proposed relocation will be negotiated as required.

The State is not entitled to a credit for expired service under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves three crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the BPA's facilities.

Your approval of the actual cost agreement, as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $228,000.

JMC/GAP/llr
Enclosure
cc: ✓E. S. Hunter
D. E. Swan
Jack M. Cartwright
Harlin Gerlach

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DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

RECEIVED
STATE HWY ENGR

OCT 20 '83

REFER TO

FOR

Info	Inves	R/D	D R	Sign	Act	File
					X	

REPLY TO
ATTENTION OF:

October 18, 1983

NPWOP-RM

Subject: NPW No. 071-OYC-2-002170

Oregon State Highway Division
Transportation Building
Salem, Oregon 97310

Gentlemen:

The enclosed permit authorizes you to construct a toe trench and backfill with loose riprap at Columbia River Mile 290.5 in Sec. 9, T.5N., R.28E., W.M., Umatilla County, Oregon. The permit should be recorded in accordance with General Condition "r." and filed in an appropriate location for future reference. The yellow Notice of Authorization should be posted at the project site during construction.

A copy of the letter from the Confederated Tribes of the Umatilla Indian Reservation, referenced in your letter, has been placed in the permit file. Special Condition aa. and the above letter are considered adequate indications that the Indians' concerns have been addressed.

Should it become necessary to deviate from the approved drawings, revised drawings showing the proposed changes must be submitted to us for approval before any work is started.

This office must be notified when the work authorized by the inclosed permit is started and immediately after its completion so that timely inspections may be conducted during and after construction.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Enclosures

John G. Hathaway
Major, Infantry
Acting District Engineer

RECEIVED
TECHNICAL SERVICES

OCT 21 '83

REFER TO

FOR

Info	Inves	R/D	D R	Sign	Act	File

Copy furnished:
U.S. Fish and Wildlife Service
2625 Parkmont Lane, Building A
Olympia, Washington 98502

CC
FHWA
Coulter
Schwartz
Gilmour
Keyes

Hart
Versteeg
Boyd
Hector
Terpin
10-26-83

Application No. 071-OYC-2-0[illegible]2170

Name of Applicant Oregon State Highway Division

Effective Date October 18, 1983

Expiration Date *(If applicable)* ____________________

DEPARTMENT OF THE ARMY
PERMIT

Referring to written request dated July 14, 1983 for a permit to:

(X) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 *(33 U.S.C. 403)*;

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Clean Water Act *(33 U.S.C. 1344)*;

( ) Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 *(86 Stat. 1052; P.L. 92-532)*;

Oregon State Highway Division
Transportation Building
Salem, OR 97310

is hereby authorized by the Secretary of the Army:

to construct a toe trench and backfill with loose riprap. The riprap will be carried up the slope to elevation 281.0. Quantities of material placed below the ordinary high water mark will consist of approximately 2,300 cubic yards of common embankment, approximately 1,800 cubic yards of riprap, and approximately 1,300 cubic yards of filter blanket material.

in the Columbia River

at River Mile 290.5, Sec. 9, T.5N., R.28E., W.M., Umatilla County, Oregon.

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit *(on drawings, give file number or other definite identification marks.)*

PROPOSED EMBANKMENT PROTECTION
IN: Columbia River RIVER MILE: 290.5
NEAR: Umatilla COUNTY: Umatilla
APPLICANT: Oregon State Highway Division
DATE: June 1983 SHEETS 1 AND 2 OF 2

subject to the following conditions:

I. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

ENG FORM 1721, Sep 82 EDITION OF 1 JUL 77 IS OBSOLETE *(ER 1145-2-303)*

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (*33 U.S.C. 1344*), the Marine Protection, Research and Sanctuaries Act of 1972 (*P.L. 92-532, 86 Stat. 1052*), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, or any pollutant (*including dredged or fill material*), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall allow the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in reasonable accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

j. That this permit does not obviate the requirement to obtain state or local assent required by law for the activity authorized herein.

k. That this permit may be either modified, suspended or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be materially false, materially incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not completed on or before 31st day of October, 1986, (*three years from the date of issuance of this permit unless otherwise specified*) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferree subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

u. That if the permittee during prosecution of the work authorized herein, encounters a previously unidentified archeological or other cultural resource within the area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, he shall immediately notify the district engineer.

II. **Special Conditions:** *(Here list conditions relating specifically to the proposed structure or work authorized by this permit)*:

aa. No construction shall commence in the area covered by this permit until such time as the archeology concerns of the Confederated Tribes are resolved.

The following Special Conditions will be applicable when appropriate:

~~STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:~~

~~a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.~~

~~b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.~~

~~c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.~~

~~d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.~~

~~e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.~~

~~MAINTENANCE DREDGING:~~

~~a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for ________________ years from the date of issuance of this permit (*ten years unless otherwise indicated*);~~

~~b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any maintenance dredging.~~

DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the Clean Water Act and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in toxic amounts.

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution.

~~DISPOSAL OF DREDGED MATERIAL INTO OCEAN WATERS:~~

~~a. That the disposal will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.~~

~~b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation and/or disposal of the dredged material as authorized herein.~~

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

✓ ____________________ ✓ 10-16-83

PERMITTEE DATE

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

____________________ October 18, 1983

John O. Hathaway
Major, Infantry
DISTRICT ENGINEER,
U.S. ARMY, CORPS OF ENGINEERS

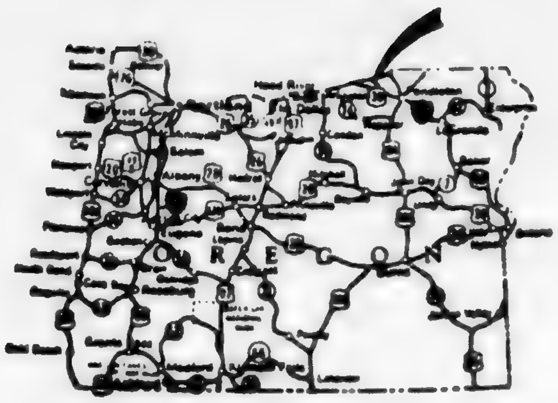
DATE

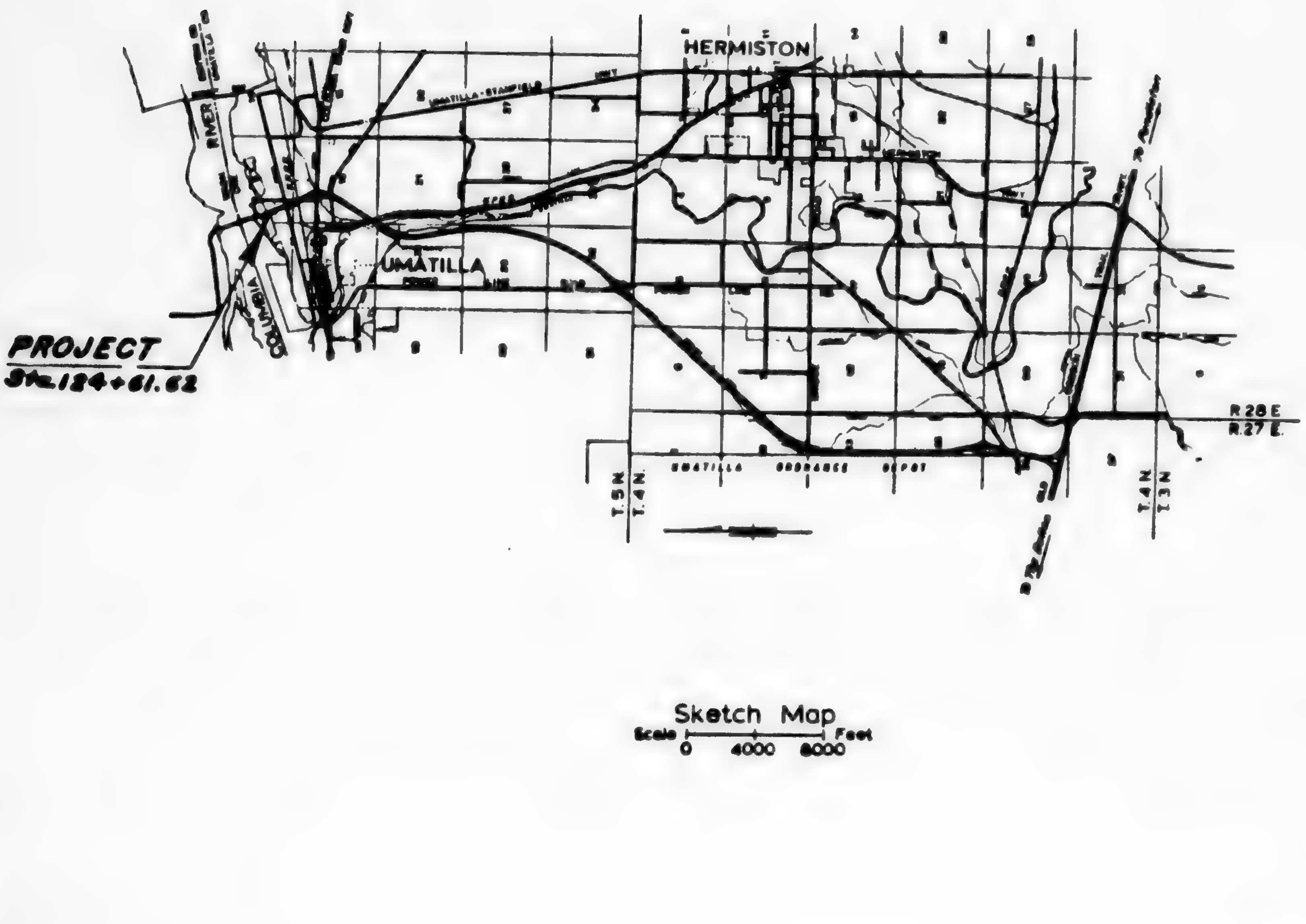
Transferee hereby agrees to comply with the terms and conditions of this permit.

____________________ ____________________

TRANSFEREE DATE

U.S. GOVERNMENT [illegible]TING OFFICE : 1982 O - 393-990

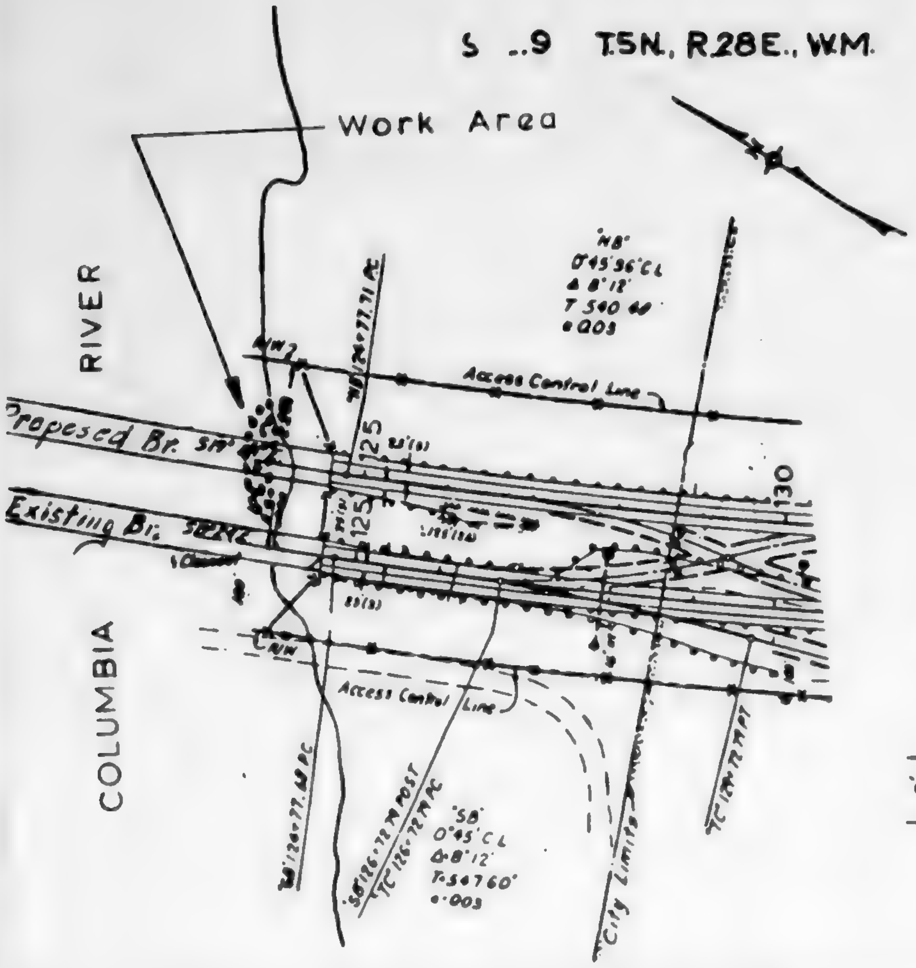



HERMISTON
UMATILLA
PROJECT
Sta. 124+61.62
COLUMBIA
RIVER
UMATILLA ORDNANCE DEPOT
R28E
R27E
T.5N
T.4N
T.4N
T.3N

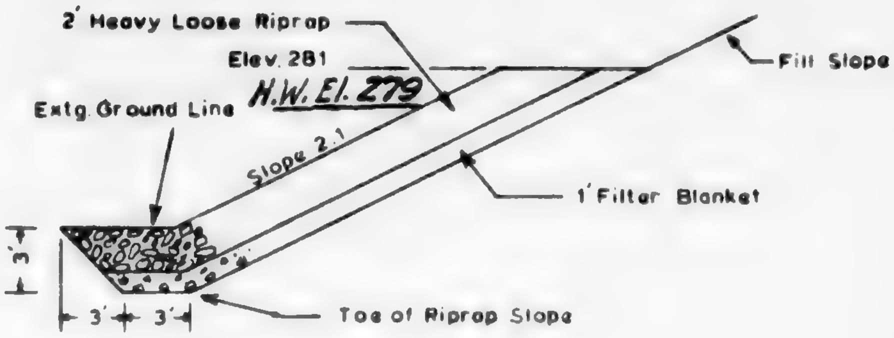
Sketch Map

Scale 0 4000 8000 Feet

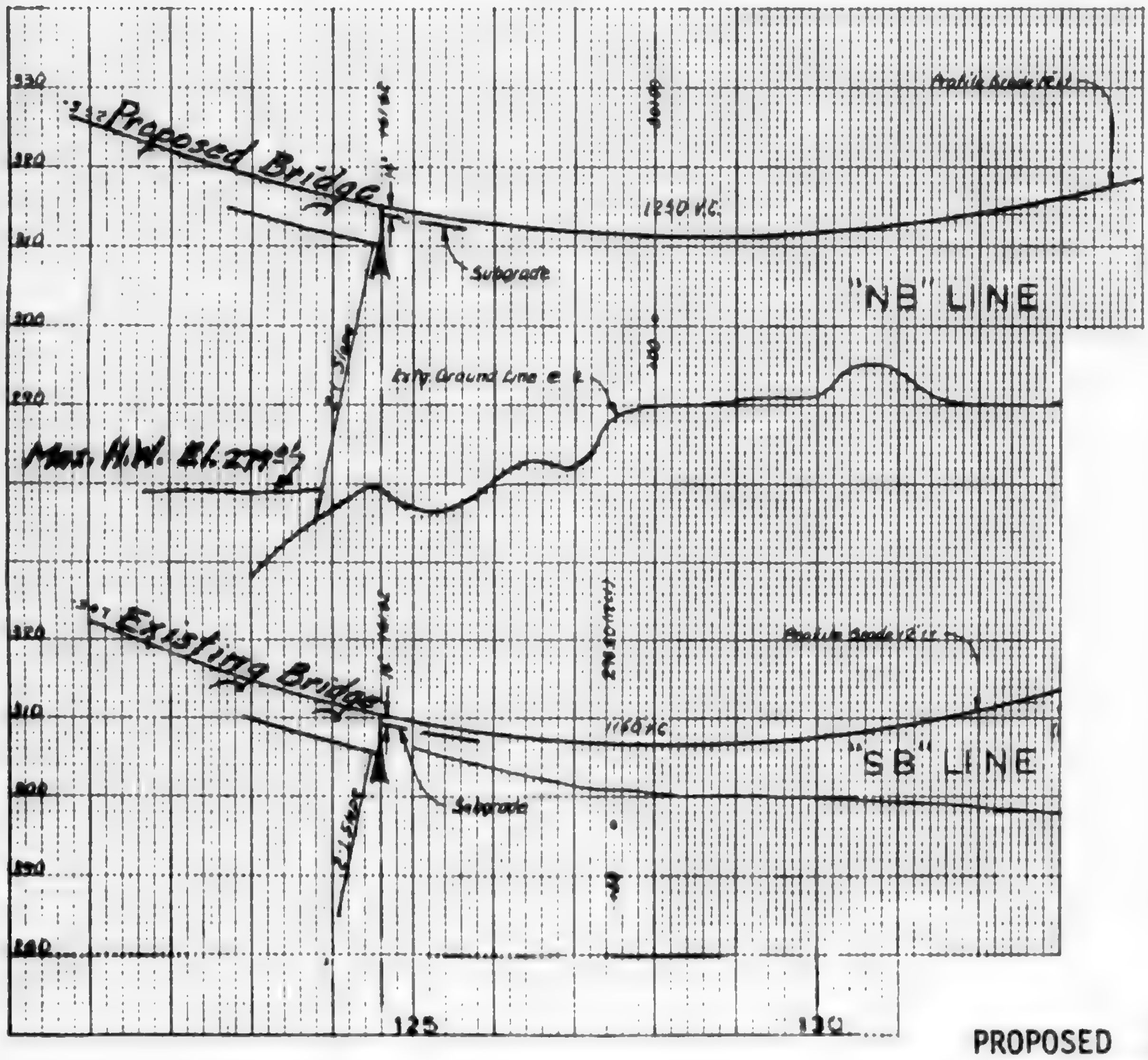
PROPOSED EMBANKMENT PROTECTION
IN: Columbia River RIVER MILE: 290.5
NEAR: Umatilla COUNTY: Umatilla
APPLICANT: Oregon State Highway Division
DATE: June 1983 SHEET 1 OF 2


S ..9 T5N, R28E., W.M.
Work Area
RIVER
COLUMBIA
Proposed Br.
Existing Br.
"NB"
0°45'36" C L
Δ 8°12'
T 540.40
e 0.03
Access Control Line
125
130
Access Control Line
"SB"
0°45' C L
Δ 8°12'
T 547.60'
e 0.03
City Limits

COLUMBIA RIVER BRIDGE AT UMATILLA


2' Heavy Loose Riprap
Elev. 281
H.W. El. 279
Fill Slope
Extg. Ground Line
Slope 2:1
1' Filter Blanket
3'
3'
3'
Toe of Riprap Slope

TYPICAL RIPRAP SECTION



PROPOSED EMBANKMENT PROTECTION
IN: Columbia River RIVER MILE: 290.5
NEAR: Umatilla COUNTY: Umatilla
APPLICANT: Oregon State Highway Division
DATE: June 1983 SHEET 2 OF 2

October 14, 1983

RECEIVED
TECHNICAL SERVICES
OCT 17 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

MJK

FROM: for Gary A. Potter
Manager, Program Section

SUBJECT: Aerial Power Distribution Line Relocation
Pacific Power & Light Company
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

Here is a copy of an estimate of cost to adjust Pacific Power & Light Company's aerial power distribution line facilities, not associated with transmission line, dated August 25, 1983, and a sketch showing their proposed relocation.

A certification prepared by Harlin Gerlach as to the Company's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the Company dated July 25, 1983 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued as required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a crossing of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Company's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of October 17, 1983 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $41,008.55.

JMC/GAP/llr
Enclosure
cc: ✓E. S. Hunter
D. E. Swan
Jack M. Cartwright
Harling Gerlach

October 14, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

MJK

FROM: for Gary A. Potter
Manager, Program Section

SUBJECT: Aerial Power Distribution Line Relocation
(Transmission Line Underbuilt)
Pacific Power & Light Company
Columbia River Bridge-Umatilla River Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

RECEIVED
TECHNICAL SERVICES
OCT 17 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Here is a copy of an estimate of cost to adjust Pacific Power and Light Company's aerial power distribution line facilities, underbuilt on transmission line poles, dated August 19, 1983, and a sketch showing their proposed relocation.

A certification prepared by Harlin Gerlach as to the Company's rights in the land occupied by their facilities is in our files.

A copy of the relocation letter to the Company dated July 25, 1983 was previously supplied to your office.

An appropriate permit for the utility's proposed relocation will be issued as required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a crossing of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Company's facilities.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of October 17, 1983 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $31,867.

JMC/GAP/llr
Enclosure
cc: ✓E. S. Hunter
D. E. Swan
Jack M. Cartwright
Harlin Gerlach

October 13, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ATTN: David B. Carter

FROM: Jack M. Cartwright
Utility Relocation Coordinator

SUBJECT: Federal Participation Eligibility Date
Aerial Power Transmission and Distribution Line Relocation
Pacific Power & Light Company
Columbia River Br.-Umatilla River Br. Section
McNary Highway (I-82)
Umatilla County
Project No. I-82-1(3)00

RECEIVED
TECHNICAL SERVICES
OCT 18 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Dear Mr. Carter:

Confirmation of your verbal authorization for Pacific Power and Light Company to proceed with the relocation of their aerial power transmission and distribution power line facilities in conflict with this project as of October 17, 1983 is requested. Estimates of cost have been received from Pacific Power and Light Company as follows:

1. Transmission Line Relocation	$ 34,809
2. Distribution Underbuilt on Transmission Line Poles	31,867
3. Distribution Line Relocation	125,757
	$192,433

The estimates are presently being reviewed by Highway Accounting Section and will be forwarded for your review and approval by separate letters. Federal participation in the cost of the relocation work is subject to FHWA's review and approval of the estimate of cost.

Advanced authorization date of
October 17, 1983 is approved

David B Carter
David B. Carter, Area Engineer

RECEIVED
OCT 17 1983
RR & UTILITY UNIT

JMC/llr
cc: E. S. Hunter, D. E. Swan, R. D. Hector, Mike Gardner, Harlin Gerlach, Pete Gonzalez

October 10, 1983

Colonel Robert B. Williams
District Engineer
U.S. Army Corps of Engineers
Walla Walla District
Building 602, City-County Airport
Walla Walla, WA 99362

DES 16

Attn. NPWOP-RM
NPW No. 071-OYC-2-002170
Columbia River Bridge-Umatilla River
Interstate 82
Umatilla County

The Corps of Engineers Permit for work on the Columbia River crossing of Interstate 82 has been received for review by the Oregon Highway Division.

We have reviewed the General Conditions in paragraphs "a" through "t" and Special Condition "aa". These conditions are acceptable to the Oregon Highway Division. We received a letter of approval dated October 4, 1983 from the Confederated Tribes of the Umatilla Indian Reservation, copy attached. It is suggested this letter be attached to and made a part of the permit.

General Condition "o" is also acceptable. It is our intention that work in the permit area be completed by October 31, 1986.

The original and copy of the permit have been signed and are being returned. The timely issuance of this permit is very much appreciated. Please thank your staff for their cooperation.

E. S. Hunter, P.E., P.L.S.
Assistant State Highway Engineer
Technical Services Branch

Attachments

cc/enc. A. D. Andreas
Washington State Highways Division

bc Dale E. Wilken (enc.)
H. S. Coulter "
W. E. Schwartz "
J. H. Versteeg "
Walt Hart "
C. M. Gilmour "
R. D. Hector "
Don Keyes "

DLT:kkr/JHV:ja

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO

DES 16

TO: E. S. Hunter, P.E., P.L.S.
Assistant State Highway Engineer
Technical Services Branch

DATE: October 10, 1983

Don

FROM: Donald L. Trout
Final Project Coordinator

SUBJECT: U.S. Army Corps of Engineers Permit
Columbia River Bridge-Umatilla River Section
Interstate Highway 82
Umatilla County

RECEIVED
TECHNICAL SERVICES
[illegible] '83
REFER TO
FOR
File
Act
Sign
D/R
R/D
Inves
Info

The U.S. Army Corps of Engineers Permit for the above project was received October 7, 1983, for review and signing. A thorough review was made and the permit conditions are acceptable. A letter of approval was also received this date from the Confederate Tribe of the Umatilla Indian Reservation. They approved the project plans, specifications, and special provisions as safeguards to protect the indian burial site. It is recommended a copy of their letter be attached to and made a part of the Corps of Engineers Permit. With this, your signing and dating of the permit is recommended. Attached is a suggested draft to the Corps of Engineers for the return of the signed permit.

Following are comments from those reviewing the Corps of Engineers Permit:

> Pieter Dykman - The Corps of Engineers Permit, along with the approval from the Indian Tribe, should be adequate approval to proceed with the project and safeguard the indian burial site from damage.
>
> Jerry Backstrand - Copies of the permit, Indian Tribe approval, and pertinent design information must be sent to Washington State Highway Bridge Design personnel to guide them in their final design of the bridge. Mr. Don Keyes will handle this.
>
> Fred Eriksen - Authorized work in the permit agrees with the plans.
>
> Don Keyes - Has been working with the Corps on this permit and sees no problems.
>
> Don Adams - Sees no problems with permit since Indian Tribe has given approval to plans and specifications.
>
> Don Trout - Foresees no problems but urges Bridge Section to carefully review Washington's plans for any design changes that might impact burial site.

DLT:kkr

Attachments

cc: Walt Hart
F. E. Terpin

81-125-1387

DEPARTMENT OF DEFENSE
UNITED STATES OF AMERICA

DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

RECEIVED
STATE HWY ENGR
OCT 6 '83
REFER TO
Hunter
FOR
X

REPLY TO
ATTENTION OF:

October 3, 1983

NPWOP-RM

Subject: NPW NO. 071-OYC-2-002170

Oregon State Highway Division
Transportation Building
Salem, Oregon 97310

Gentlemen:

Enclosed for your review and signature are the original and one copy of the permit for which you made application on July 14, 1983. If the permit meets with your approval, the original and copy should be signed by you to indicate acceptance of all conditions. The original and copy must be returned to this office within 14 days.

You are requested to familiarize yourselves with the General Conditions set forth in paragraphs "a." through "t." and Special Condition "aa." Your special attention is directed to General Condition "o." The permit will become valid only when approved and signed by the issuing official. After approval by the issuing official, the permit will be returned to you with the copy retained in this office.

May I reemphasize that the permit is not valid until approved and signed by the issuing official. An addressed envelope is enclosed for your convenience.

Sincerely,

Robert B. Williams
Colonel, Corps of Engineers
District Engineer

Enclosures

RECEIVED
TECHNICAL SERVICES
OCT 7 '83
REFER TO
FOR

Application No. 071-OYC-2-002170

Name of Applicant Oregon State Highway Division

Effective Date ____

Expiration Date ***(If applicable)*** ____

DEPARTMENT OF THE ARMY
PERMIT

Referring to written request dated July 14, 1983 **for a permit to:**

(X) Perform work in or affecting navigable waters of the United States, upon the recommendation of the Chief of Engineers, pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 ***(33 U.S.C. 403)*****;**

(X) Discharge dredged or fill material into waters of the United States upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 404 of the Clean Water Act ***(33 U.S.C. 1344)*****;**

( ) Transport dredged material for the purpose of dumping it into ocean waters upon the issuance of a permit from the Secretary of the Army acting through the Chief of Engineers pursuant to Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 ***(86 Stat. 1052; P.L. 92-532)*****;**

Oregon State Highway Division
Transportation Building
Salem, OR 97310

is hereby authorized by the Secretary of the Army:

to construct a toe trench and backfill with loose riprap. The riprap will be carried up the slope to elevation 281.0. Quantities of material placed below the ordinary high water mark will consist of approximately 2,300 cubic yards of common embankment, approximately 1,800 cubic yards of riprap, and approximately 1,300 cubic yards of filter blanket material.

in the Columbia River

at River Mile 290.5, Sec. 9, T.5N., R.28E., W.M., Umatilla County, Oregon.

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit ***(on drawings, give file number or other definite identification marks.)***

PROPOSED EMBANKMENT PROTECTION
IN: Columbia River RIVER MILE: 290.5
NEAR: Umatilla COUNTY: Umatilla
APPLICANT: Oregon State Highway Division
DATE: June 1983 SHEETS 1 AND 2 OF 2

subject to the following conditions:

I. General Conditions:

a. That all activities identified and authorized herein shall be consistent with the terms and conditions of this permit; and that any activities not specifically identified and authorized herein shall constitute a violation of the terms and conditions of this permit which may result in the modification, suspension or revocation of this permit, in whole or in part, as set forth more specifically in General Conditions j or k hereto, and in the institution of such legal proceedings as the United States Government may consider appropriate, whether or not this permit has been previously modified, suspended or revoked in whole or in part.

b. That all activities authorized herein shall, if they involve, during their construction or operation, any discharge of pollutants into waters of the United States or ocean waters, be at all times consistent with applicable water quality standards, effluent limitations and standards of performance, prohibitions, pretreatment standards and management practices established pursuant to the Clean Water Act (*33 U.S.C. 1344*), the Marine Protection, Research and Sanctuaries Act of 1972 (*P.L. 92-532, 86 Stat. 1052*), or pursuant to applicable State and local law.

c. That when the activity authorized herein involves a discharge during its construction or operation, or any pollutant (*including dredged or fill material*), into waters of the United States, the authorized activity shall, if applicable water quality standards are revised or modified during the term of this permit, be modified, if necessary, to conform with such revised or modified water quality standards within 6 months of the effective date of any revision or modification of water quality standards, or as directed by an implementation plan contained in such revised or modified standards, or within such longer period of time as the District Engineer, in consultation with the Regional Administrator of the Environmental Protection Agency, may determine to be reasonable under the circumstances.

d. That the discharge will not destroy a threatened or endangered species as identified under the Endangered Species Act, or endanger the critical habitat of such species.

e. That the permittee agrees to make every reasonable effort to prosecute the construction or operation of the work authorized herein in a manner so as to minimize any adverse impact on fish, wildlife, and natural environmental values.

f. That the permittee agrees that he will prosecute the construction or work authorized herein in a manner so as to minimize any degradation of water quality.

g. That the permittee shall allow the District Engineer or his authorized representative(s) or designee(s) to make periodic inspections at any time deemed necessary in order to assure that the activity being performed under authority of this permit is in accordance with the terms and conditions prescribed herein.

h. That the permittee shall maintain the structure or work authorized herein in good condition and in reasonable accordance with the plans and drawings attached hereto.

i. That this permit does not convey any property rights, either in real estate or material, or any exclusive privileges; and that it does not authorize any injury to property or invasion of rights or any infringement of Federal, State, or local laws or regulations.

j. That this permit does not obviate the requirement to obtain state or local assent required by law for the activity authorized herein.

k. That this permit may be either modified, suspended or revoked in whole or in part pursuant to the policies and procedures of 33 CFR 325.7.

l. That in issuing this permit, the Government has relied on the information and data which the permittee has provided in connection with his permit application. If, subsequent to the issuance of this permit, such information and data prove to be materially false, materially incomplete or inaccurate, this permit may be modified, suspended or revoked, in whole or in part, and/or the Government may, in addition, institute appropriate legal proceedings.

m. That any modification, suspension, or revocation of this permit shall not be the basis for any claim for damages against the United States.

n. That the permittee shall notify the District Engineer at what time the activity authorized herein will be commenced, as far in advance of the time of commencement as the District Engineer may specify, and of any suspension of work, if for a period of more than one week, resumption of work and its completion.

o. That if the activity authorized herein is not completed on or before 31st day of October, 1986, (*three years from the date of issuance of this permit unless otherwise specified*) this permit, if not previously revoked or specifically extended, shall automatically expire.

p. That this permit does not authorize or approve the construction of particular structures, the authorization or approval of which may require authorization by the Congress or other agencies of the Federal Government.

q. That if and when the permittee desires to abandon the activity authorized herein, unless such abandonment is part of a transfer procedure by which the permittee is transferring his interests herein to a third party pursuant to General Condition t hereof, he must restore the area to a condition satisfactory to the District Engineer.

r. That if the recording of this permit is possible under applicable State or local law, the permittee shall take such action as may be necessary to record this permit with the Register of Deeds or other appropriate official charged with the responsibility for maintaining records of title to and interests in real property.

s. That there shall be no unreasonable interference with navigation by the existence or use of the activity authorized herein.

t. That this permit may not be transferred to a third party without prior written notice to the District Engineer, either by the transferee's written agreement to comply with all terms and conditions of this permit or by the transferree subscribing to this permit in the space provided below and thereby agreeing to comply with all terms and conditions of this permit. In addition, if the permittee transfers the interests authorized herein by conveyance of realty, the deed shall reference this permit and the terms and conditions specified herein and this permit shall be recorded along with the deed with the Register of Deeds or other appropriate official.

u. That if the permittee during prosecution of the work authorized herein, encounters a previously unidentified archeological or other cultural resource within the area subject to Department of the Army jurisdiction that might be eligible for listing in the National Register of Historic Places, he shall immediately notify the district engineer.

II. **Special Conditions:** *(Here list conditions relating specifically to the proposed structure or work authorized by this permit)*:

aa. No construction shall commence in the area covered by this permit until such time as the archeology concerns of the Confederated Tribes are resolved.

The following Special Conditions will be applicable when appropriate:

~~STRUCTURES IN OR AFFECTING NAVIGABLE WATERS OF THE UNITED STATES:~~

a. That this permit does not authorize the interference with any existing or proposed Federal project and that the permittee shall not be entitled to compensation for damage or injury to the structures or work authorized herein which may be caused by or result from existing or future operations undertaken by the United States in the public interest.

b. That no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the activity authorized by this permit.

c. That if the display of lights and signals on any structure or work authorized herein is not otherwise provided for by law, such lights and signals as may be prescribed by the United States Coast Guard shall be installed and maintained by and at the expense of the permittee.

d. That the permittee, upon receipt of a notice of revocation of this permit or upon its expiration before completion of the authorized structure or work, shall, without expense to the United States and in such time and manner as the Secretary of the Army or his authorized representative may direct, restore the waterway to its former conditions. If the permittee fails to comply with the direction of the Secretary of the Army or his authorized representative, the Secretary or his designee may restore the waterway to its former condition, by contract or otherwise, and recover the cost thereof from the permittee.

e. Structures for Small Boats: That permittee hereby recognizes the possibility that the structure permitted herein may be subject to damage by wave wash from passing vessels. The issuance of this permit does not relieve the permittee from taking all proper steps to insure the integrity of the structure permitted herein and the safety of boats moored thereto from damage by wave wash and the permittee shall not hold the United States liable for any such damage.

MAINTENANCE DREDGING:

a. That when the work authorized herein includes periodic maintenance dredging, it may be performed under this permit for ________________ years from the date of issuance of this permit (*ten years unless otherwise indicated*);

b. That the permittee will advise the District Engineer in writing at least two weeks before he intends to undertake any ~~maintenance dredging.~~

DISCHARGES OF DREDGED OR FILL MATERIAL INTO WATERS OF THE UNITED STATES:

a. That the discharge will be carried out in conformity with the goals and objectives of the EPA Guidelines established pursuant to Section 404(b) of the Clean Water Act and published in 40 CFR 230;

b. That the discharge will consist of suitable material free from toxic pollutants in toxic amounts.

c. That the fill created by the discharge will be properly maintained to prevent erosion and other non-point sources of pollution.

~~DISPOSAL OF DREDGED MATERIAL INTO OCEAN WATERS:~~

a. That the disposal will be carried out in conformity with the goals, objectives, and requirements of the EPA criteria established pursuant to Section 102 of the Marine Protection, Research and Sanctuaries Act of 1972, published in 40 CFR 220-228.

b. That the permittee shall place a copy of this permit in a conspicuous place in the vessel to be used for the transportation ~~and/or disposal of the dredged material as authorized herein.~~

This permit shall become effective on the date of the District Engineer's signature.

Permittee hereby accepts and agrees to comply with the terms and conditions of this permit.

✓ G T Hunter ✓ 10-10-83

PERMITTEE DATE

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

____________________ ____________________

DATE

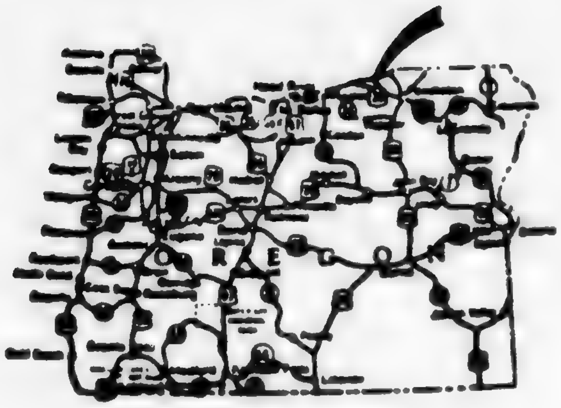
DISTRICT ENGINEER,
U.S. ARMY, CORPS OF ENGINEERS

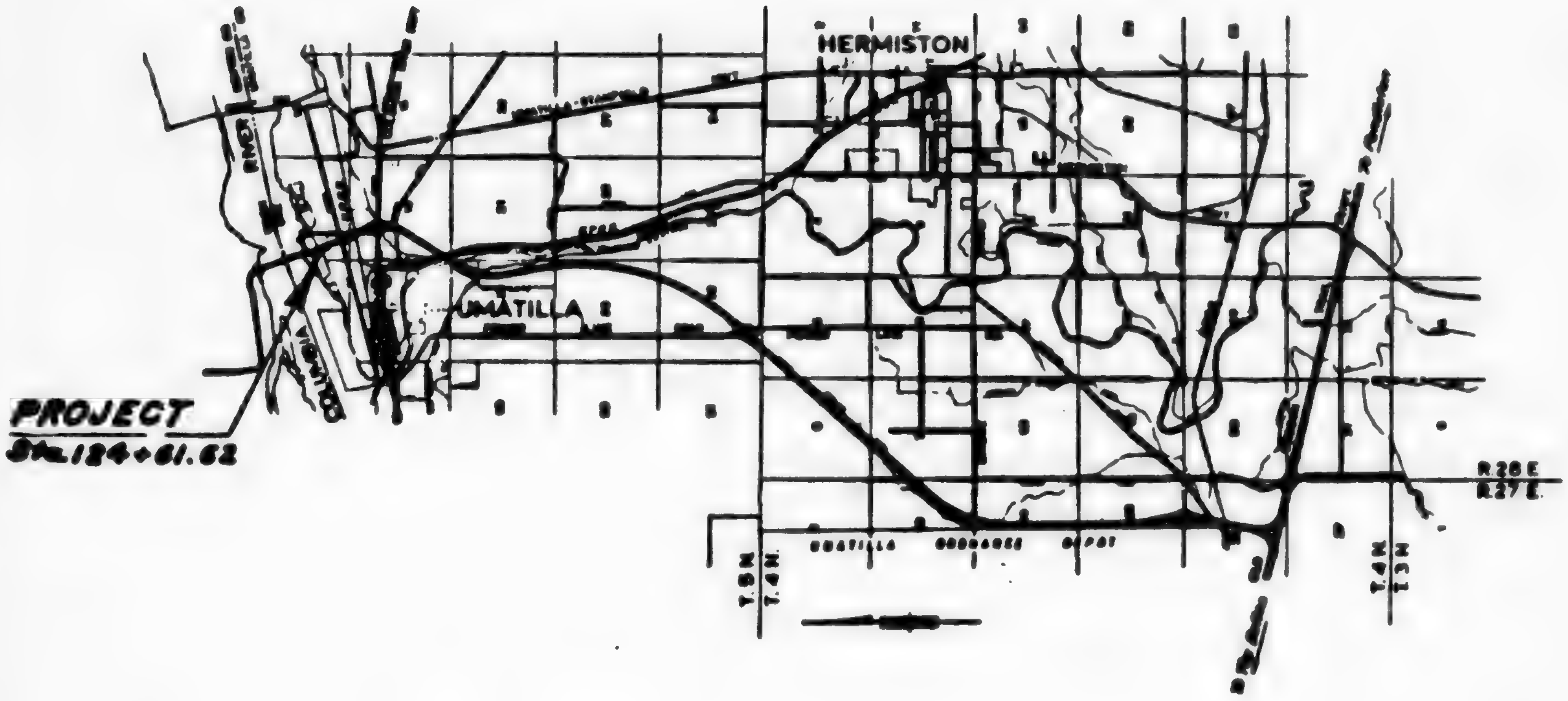
Transferee hereby agrees to comply with the terms and conditions of this permit.

____________________ ____________________

TRANSFEREE DATE

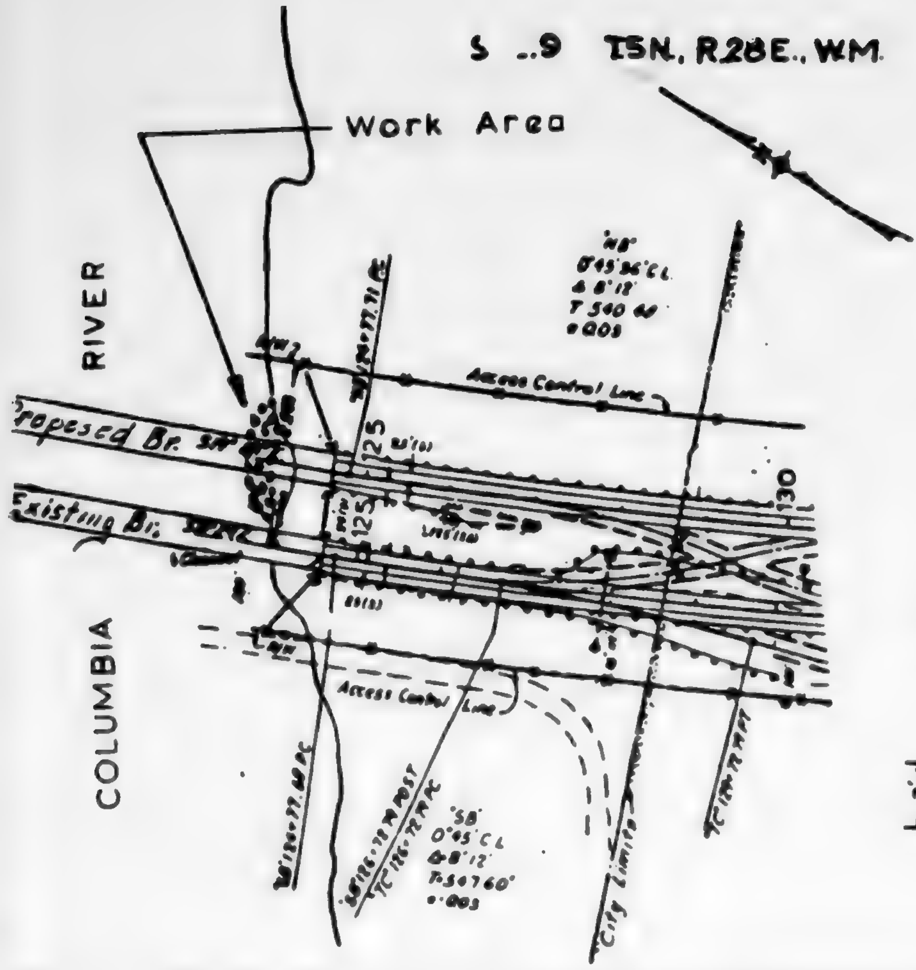
U.S. GOVERNMENT TING OFFICE : 1982 O - 393-990



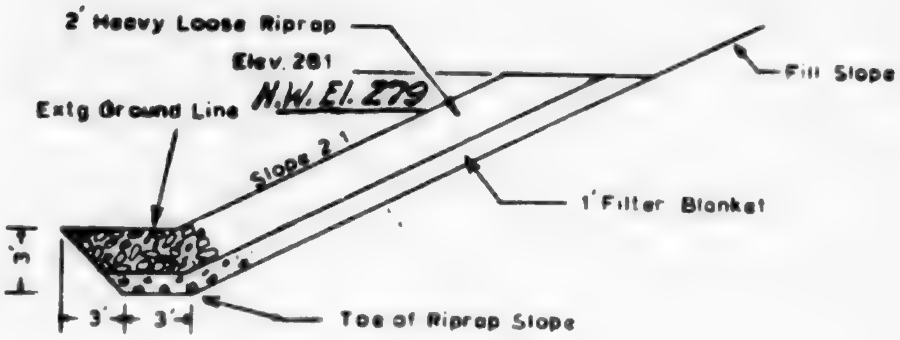

PROJECT
Sta. 184+61.62
HERMISTON
UMATILLA
RIVER
COLUMBIA
UMATILLA ORDNANCE DEPOT
R.26E.
R.27E.
T.5N.
T.4N.

Sketch Map
Scale 0 4000 8000 Feet

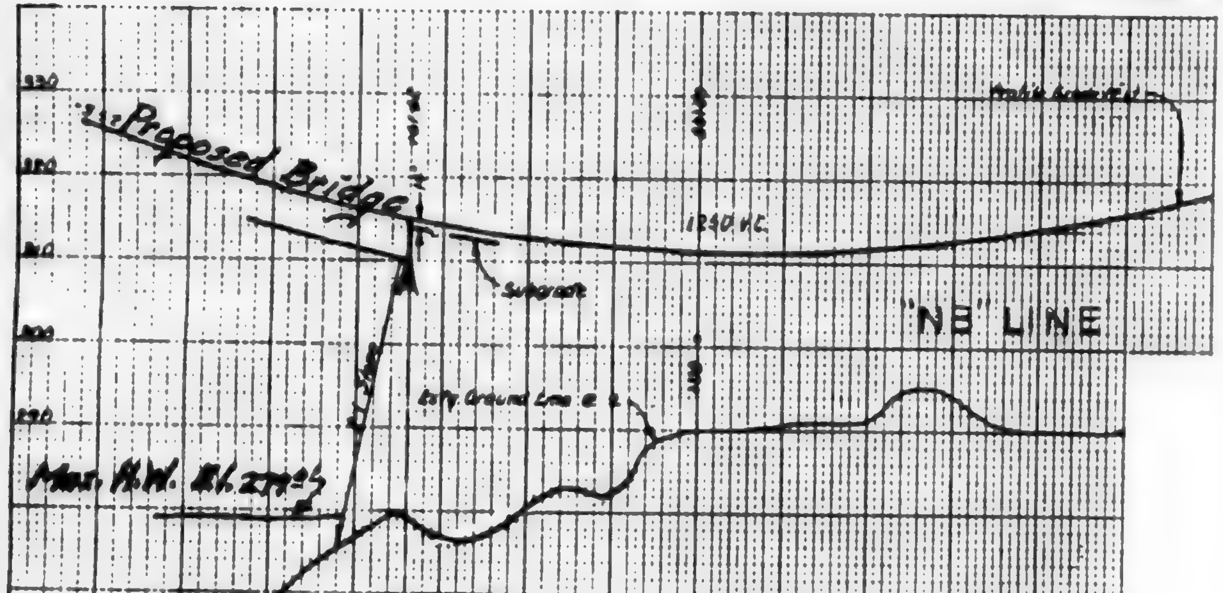
PROPOSED EMBANKMENT PROTECTION
IN: Columbia River RIVER MILE: 290.5
NEAR: Umatilla COUNTY: Umatilla
APPLICANT: Oregon State Highway Division
DATE: June 1983 SHEET 1 OF 2


S ..9 T5N., R28E., W.M.
Work Area
RIVER
COLUMBIA
Proposed Br.
Existing Br.
Access Control Line
Access Control Line
125
125
130
"NB"
0°45'36" C.L.
Δ 8'12'
T 540.60'
e .003
"SB"
0°45' C.L.
Δ 8'12'
T 547.60'
e .003
City Limits

COLUMBIA RIVER BRIDGE AT UMATILLA


2' Heavy Loose Riprap
Elev. 281
N.W. El. 279
Fill Slope
Extg Ground Line
Slope 2:1
1' Filter Blanket
3'-0"
3'
3'
Toe of Riprap Slope

TYPICAL RIPRAP SECTION


Proposed Bridge
1240 V.C.
Subgrade
"NB" LINE
Extg. Ground Line @ L
Max. H.W. El. 279±
Existing Bridge
1160 V.C.
Subgrade
"SB" LINE
320
310
300
290
280
310
300
290
280
125
130

PROPOSED EMBANKMENT PROTECTION
IN: Columbia River RIVER MILE: 290.5
NEAR: Umatilla COUNTY: Umatilla
APPLICANT: Oregon State Highway Division
DATE: June 1983 SHEET 2 OF 2

9771 1-84 N

STATE OF OREGON

Highway - Traffic

INTEROFFICE MEMO

TRA 24-1

TO: N. E. Mann
Design Supervisor

DATE: October 7, 1983

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
Columbia River Bridge-Umatilla River Bridge Section
McNary Highway (Interstate 84)
Umatilla County

Attached are two copies of the approved sign study plans for the subject project.

This work should be included in the grading, paving, structure work scheduled for the November 17, 1983, bid letting.

L E George

L. E. George
Traffic Engineer

ELS:ds
Attachments

cc: R. D. Hector
H. W. Oswald
George Strawn - Please send one copy to State of Washington, District Traffic Engineer, and request review.
R. P. Hamilton

RECEIVED
OCT 10 1983
ROAD DESIGN SECTION

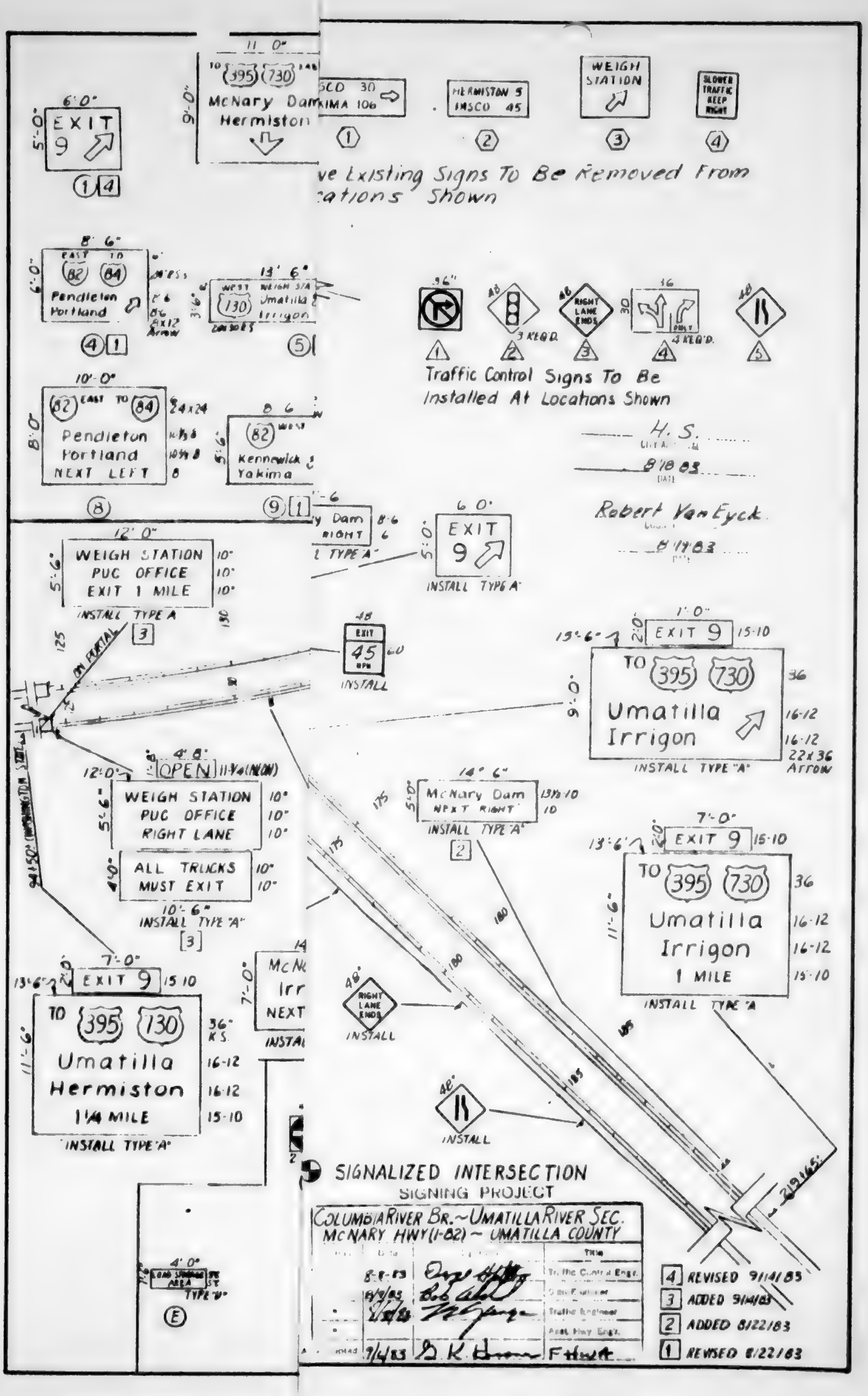
_____ Versteeg
_____ Anderson
I Adams
_____ Macnab
_____ Steudenmeyer
_____ Turpin
_____ Trost
_____ Wakerlig

NEM
Do Not File ☐
Return To
Bring Up ___/___/___
Action

1 plan kept by Beard

NOTED
W. G. BEARD

Contains Recycled Materials


6'0"
5'0"
EXIT 9
① 4
11'0"
9'0"
TO 395 730
McNary Dam
Hermiston
SCO 30
KIMA 106
①
HERMISTON 5
IRSCO 45
②
WEIGH STATION
③
SLOWER TRAFFIC KEEP RIGHT
④
ve Existing Signs To Be Removed From
cations Shown
8'6"
6'0"
EAST TO 82 84
Pendleton
Portland
④ 1
13'6"
3'6"
WEST 130
WEIGH STA
Umatilla
Irrigon
⑤
36"
48
3 REQ'D.
RIGHT LANE ENDS
30
36
ONLY
4 REQ'D.
48
Traffic Control Signs To Be
Installed At Locations Shown
H. S.
8/18/83
Robert Van Eyck
8/19/83
10'0"
8'0"
82 EAST TO 84
Pendleton
Portland
NEXT LEFT
24x24
⑧
8'6"
82 WEST
Kennewick
Yakima
⑨ 1
y Dam
RIGHT
8-6
6
TYPE "A"
6'0"
5'0"
EXIT 9
INSTALL TYPE "A"
12'0"
5'6"
WEIGH STATION
PUC OFFICE
EXIT 1 MILE
10"
INSTALL TYPE "A"
3
48
EXIT 45 MPH
60
INSTALL
1'0"
2'0"
15'6"
EXIT 9
15-10
TO 395 730
36
9'0"
Umatilla
Irrigon
16-12
22x36 Arrow
INSTALL TYPE "A"
4'8"
OPEN
11-V4(NEON)
12'0"
5'6"
WEIGH STATION
PUC OFFICE
RIGHT LANE
10"
4'0"
ALL TRUCKS
MUST EXIT
10'6"
INSTALL TYPE "A"
3
14'6"
5'0"
McNary Dam
NEXT RIGHT
13½-10
10
INSTALL TYPE "A"
2
7'0"
2'0"
13'6"
EXIT 9
15-10
11'6"
TO 395 730
36
Umatilla
Irrigon
1 MILE
16-12
15-10
INSTALL TYPE "A"
7'0"
13'6"
EXIT 9
15-10
11'6"
TO 395 730
36" K.S.
Umatilla
Hermiston
1¼ MILE
16-12
15-10
INSTALL TYPE "A"
7'0"
McN
Irr
NEXT
INSTAL
48"
RIGHT LANE ENDS
INSTALL
48"
INSTALL
125
150
175
180
185
219+65
4'0"
LOAD CHECK AREA
TYPE "D"
Ⓔ

SIGNALIZED INTERSECTION
SIGNING PROJECT

COLUMBIA RIVER BR.~UMATILLA RIVER SEC.
MCNARY HWY (I-82) ~ UMATILLA COUNTY

Date	Signature	Title
8-8-83		Traffic Control Engr.
8/9/83	Bob	State Engineer
		Traffic Engineer
		Asst. Hwy. Engr.
9/4/83	D. K.	F Hwa

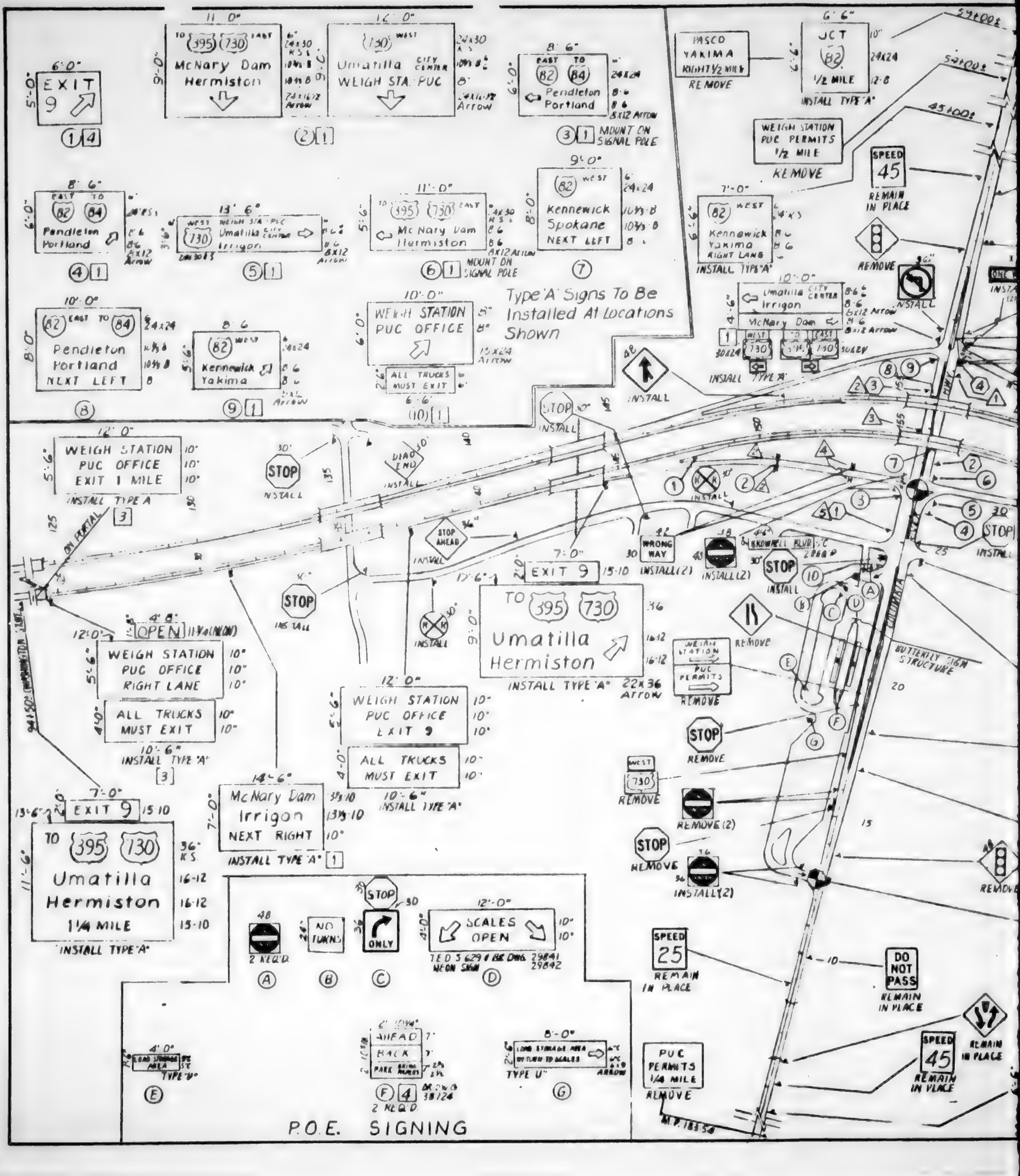
4 REVISED 9/14/83
3 ADDED 9/14/83
2 ADDED 8/22/83
1 REVISED 8/22/83

OMI

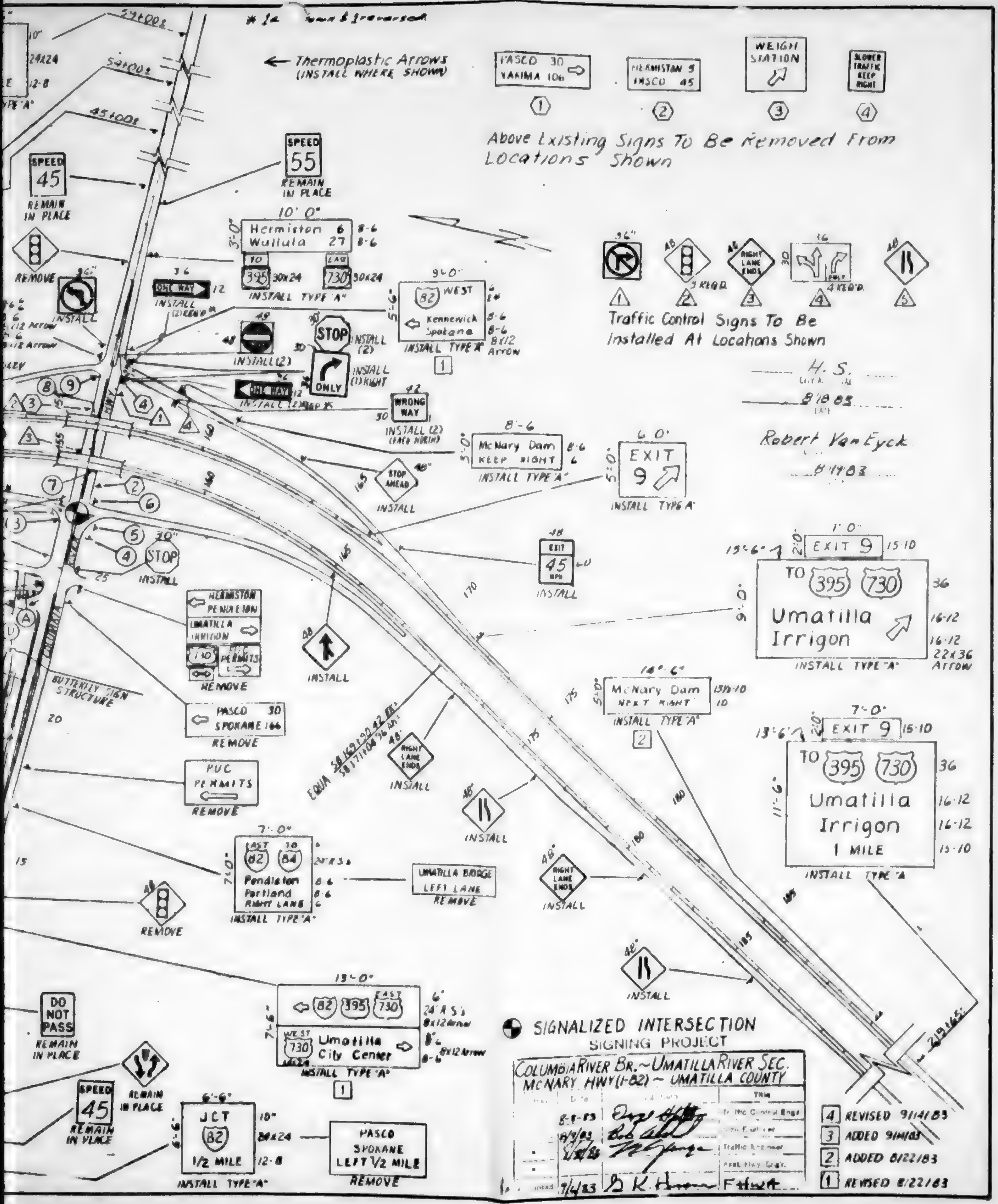
Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

RETAKE


EXIT 9
6'-0"
5'-0"
① 4
TO 395 730 EAST
McNary Dam
Hermiston
11'-0"
9'-0"
② 1
730 WEST
Umatilla CITY CENTER
WEIGH STA. PUC
12'-0"
EAST TO 82 84
Pendleton
Portland
8'-6"
6'-0"
③ 1 MOUNT ON SIGNAL POLE
PASCO
YAKIMA
RIGHT 1/2 MILE
REMOVE
JCT 82
1/2 MILE
6'-6"
INSTALL TYPE "A"
WEIGH STATION
PUC PERMITS
1/2 MILE
REMOVE
SPEED 45
REMAIN IN PLACE
54+00±
45+00±
EAST TO 82 84
Pendleton
Portland
8'-6"
④ 1
WEST 730 WEIGH STA.-PUC
Umatilla CITY CENTER
Irrigon
13'-6"
⑤ 1
TO 395 730 EAST
McNary Dam
Hermiston
11'-0"
⑥ 1 MOUNT ON SIGNAL POLE
82 WEST
Kennewick
Spokane
NEXT LEFT
9'-0"
8'-0"
⑦
82 WEST
Kennewick
Yakima
RIGHT LANE
7'-0"
INSTALL TYPE "A"
REMOVE
INSTALL
EAST TO 82 84
Pendleton
Portland
NEXT LEFT
10'-0"
⑧
82 WEST
Kennewick
Yakima
8'-6
⑨ 1
WEIGH STATION
PUC OFFICE
ALL TRUCKS
MUST EXIT
10'-0"
6'-6"
(10) 1
Type "A" Signs To Be
Installed At Locations
Shown
Umatilla CITY CENTER
Irrigon
McNary Dam
10'-0"
WEST 730
EAST 730
INSTALL TYPE "A"
INSTALL
STOP
INSTALL
WEIGH STATION
PUC OFFICE
EXIT 1 MILE
12'-0"
5'-6"
INSTALL TYPE A
3
STOP
INSTALL
DIAG END
INSTALL
STOP AHEAD
INSTALL
WRONG WAY
INSTALL (2)
INSTALL (2)
BROWNELL BLVD
STOP
INSTALL
EXIT 9
TO 395 730
Umatilla
Hermiston
7'-0"
12'-6"
9'-0"
INSTALL TYPE "A"
22x36 Arrow
REMOVE
WEIGH STATION
PUC PERMITS
REMOVE
BUTTERFLY SIGN STRUCTURE
STOP
INSTALL
R X R
INSTALL
OPEN
WEIGH STATION
PUC OFFICE
RIGHT LANE
ALL TRUCKS
MUST EXIT
12'-0"
10'-6"
INSTALL TYPE "A"
3
WEIGH STATION
PUC OFFICE
EXIT 9
ALL TRUCKS
MUST EXIT
12'-0"
10'-6"
INSTALL TYPE "A"
McNary Dam
Irrigon
NEXT RIGHT
14'-6"
INSTALL TYPE "A" 1
EXIT 9
TO 395 730
Umatilla
Hermiston
1 1/4 MILE
11'-6"
"INSTALL TYPE "A"
STOP
REMOVE
WEST 730
REMOVE
REMOVE (2)
STOP
REMOVE
INSTALL (2)
2 REQ'D.
Ⓐ
NO TURNS
Ⓑ
STOP
ONLY
Ⓒ
SCALES
OPEN
12'-0"
NEON SIGN
Ⓓ
SPEED 25
REMAIN IN PLACE
DO NOT PASS
REMAIN IN PLACE
REMAIN IN PLACE
SPEED 45
REMAIN IN PLACE
REMOVE
LOAD STORAGE AREA
4'-0"
TYPE "U"
Ⓔ
AHEAD
BACK
PARK
Ⓕ 4
2 REQ'D.
LOAD STORAGE AREA
RETURN TO SCALES
8'-0"
TYPE "U"
Ⓖ
PUC PERMITS
1/4 MILE
REMOVE
M.P. 183.54

P.O.E. SIGNING


* [a own &]reversed
59+00±
54+00±
45+00±
10"
24x24
12-8
TYPE "A"
← Thermoplastic Arrows (INSTALL WHERE SHOWN)
PASCO 30
YAKIMA 106
①
HERMISTON 5
PASCO 45
②
WEIGH STATION
③
SLOWER TRAFFIC KEEP RIGHT
④
Above Existing Signs To Be Removed From Locations Shown
SPEED 45
REMAIN IN PLACE
SPEED 55
REMAIN IN PLACE
10' 0"
3'-0"
Hermiston 6
Wallula 27
8-6
8-6
TO 395
30x24
EAST 730
30x24
INSTALL TYPE "A"
REMOVE
36"
INSTALL
36
ONE WAY
12
INSTALL (2) REQ'D *
48
48
INSTALL (2)
30
STOP
INSTALL (2)
30
ONLY
INSTALL (1) RIGHT
ONE WAY
12
INSTALL (2) REQ'D *
42
WRONG WAY
30
INSTALL (2) (FACE NORTH)
9'-0"
5'-6"
82 WEST
Kennewick
Spokane
6
24
8-6
8-6
8x12 Arrow
INSTALL TYPE "A"
1
36"
48
3 REQ'D
48
RIGHT LANE ENDS
30
36
ONLY
4 REQ'D
48
△1
△2
△3
△4
△5
Traffic Control Signs To Be Installed At Locations Shown
H. S.
8/18/83
Robert Van Eyck
8/19/83
8-6
3'-0"
McNary Dam
KEEP RIGHT
8-6
6
INSTALL TYPE "A"
165
48"
STOP AHEAD
INSTALL
6' 0"
5'-0"
EXIT
9
INSTALL TYPE "A"
8
9
3
3
4
1
4
155
160
7
2
6
3
5
4
30"
STOP
INSTALL
25
A
U
HWY
COLUMBIA
BUTTERFLY SIGN STRUCTURE
20
15
HERMISTON
PENDLETON
UMATILLA
IRRIGON
730
PUC PERMITS
REMOVE
PASCO 30
SPOKANE 166
REMOVE
PUC
PERMITS
REMOVE
48
INSTALL
48
EXIT
45 MPH
60
INSTALL
165
170
7' 0"
2'-0"
15'-6"
EXIT 9
15-10
9'-0"
TO 395 730
Umatilla
Irrigon
36
16-12
16-12
22x36 Arrow
INSTALL TYPE "A"
EQUA 58 169+90.42 Bk.
58 171+04.96 Ah.
48"
RIGHT LANE ENDS
INSTALL
175
14'-6"
5'-0"
McNary Dam
NEXT RIGHT
13/6-10
10
INSTALL TYPE "A"
2
175
48"
INSTALL
180
180
7' 0"
2'-0"
13'-6"
EXIT 9
15-10
11'-6"
TO 395 730
Umatilla
Irrigon
1 MILE
36
16-12
16-12
15-10
INSTALL TYPE "A"
7' 0"
7'-0"
EAST 82
TO 84
6
24" R.S.
Pendleton
Portland
RIGHT LANE
8-6
8-6
6
INSTALL TYPE "A"
UMATILLA BRIDGE
LEFT LANE
REMOVE
48
REMOVE
48"
RIGHT LANE ENDS
INSTALL
185
185
48"
INSTALL
219+65±
13'-0"
7'-6"
82 395 EAST 730
6"
24" R.S.
8x12 Arrow
WEST 730
Umatilla
City Center
8"
8-6
8x12 Arrow
INSTALL TYPE "A"
1
DO NOT PASS
REMAIN IN PLACE
REMAIN IN PLACE
SPEED 45
REMAIN IN PLACE
6'-6"
6'-6"
JCT
82
1/2 MILE
10"
24x24
12-8
INSTALL TYPE "A"
PASCO
SPOKANE
LEFT 1/2 MILE
REMOVE

● SIGNALIZED INTERSECTION
SIGNING PROJECT

COLUMBIA RIVER BR. ~ UMATILLA RIVER SEC.
MCNARY HWY (I-82) ~ UMATILLA COUNTY

	Date		Title
	8-8-83		Traffic Control Engr.
	8/9/83	Bob	Sign Engineer
	8/8/83		Traffic Engineer
			Asst. Hwy. Engr.
	9/6/83	B. K. H	F.Hwy.A.

4 REVISED 9/14/83
3 ADDED 9/14/83
2 ADDED 8/22/83
1 REVISED 8/22/83

OMI

Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

END

OF

RETAKE

October 7, 1983

Mr. Elwood H. Patawa
Chairman, Board of Trustees
Confederated Tribes of the
Umatilla Indian Reservation
P. O. Box 638
Pendleton, OR 97801

DES 16

Indian Burial Site
McNary Highway (Interstate 82)

Your October 4 letter indicated approval by the Board of Trustees of the project plans, specifications and special provisions relating to the safeguard of the burial site. Your timely review and approval of the project is very much appreciated.

Please feel free to contact either R. D. Hector, Regional Engineer for the Highway Division in La Grande, or me if you have any questions. Mr. Hector's phone number is 963-3177 and his mailing address is P. O. Box 850, La Grande, OR 97850.

E. S. Hunter, P.E., P.L.S.
Assistant State Highway Engineer
Technical Services Branch

cc Leroy Allen, Corps of Engineers

bc H. S. Coulter (enc.)
W. E. Schwartz "
Dale E. Wilken "
J. H. Versteeg "
Walt Hart "
C. M. Gilmour "
R. D. Hector "

JHV:DLT:kr ja

GENERAL COUNCIL
and
BOARD of TRUSTEES

CONFEDERATED TRIBES
of the
Umatilla Indian Reservation
P.O. Box 638
PENDLETON, OREGON 97801
Area Code (503) Phone 276-3165

October 4, 1983

Mr. E.S. Hunter, P.E., P.L.S.
Assistant State Highway Engineer
Technical Services Branch
Department of Transportation
Highway Division
Transportation Building
Salem, OR 97310

RE: McNary Highway (I-82), Indian Burial Site

Dear Mr. Hunter:

The Contract specifications for the McNary Highway (I-82) project were discussed at a joint meeting held October 3, 1983. Representatives from the Oregon State Department of Transportation, Mr. Jim Fellows, Walla Walla Corps of Engineers and Members of the Confederated Tribes of the Umatilla Indian Reservation Board of Trustees were present.

The Board of Trustees reviewed the project and have determined that the plans, specifications and special provisions are adequate to safeguard the burial. The Tribe further understands that compliance to the plans, specifications and special provisions is mandated by the conditional permit issued by the Walla Walla Corps of Engineers.

We appreciate your cooperation, and assistance in this matter.

Sincerely,

BOARD OF TRUSTEES

Elwood H. Patawa

Elwood H. Patawa
Chairman

cc: Mr. Leroy Allen
Walla Walla COE
Laura Kordatzky, DNR
File

RECEIVED
TECHNICAL SERVICES
OCT 7 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

TREATY JUNE 9, 1855 ◆ CAYUSE, UMATILLA AND WALLAWALLA TRIBES

U.S. Department
of Transportation

**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-82-1(3)00
Columbia River Bridge-Umatilla River Sec
McNary Highway
Salvage of Existing Steel Bridge Beams
and Guardrail Elements

Date: October 5, 1983

Reply to Attn. of: HFO.4/5-OR

From: Division Administrator

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

We have reviewed Mr. Adams' September 28 letter and concur that it is the public interest to salvage the steel bridge beams from the existing Third Street Bridge and the existing guardrail elements which conflict with this project.

The method used to determine a fair and equitable credit to the project is acceptable, and the suggested lump sum credit of $3,000 is approved.

G. K. Hossner
for Dale E. Wilken

cc:
OSHD (D R Adams)

RECEIVED
STATE HWY ENGR
OCT 6 '83
REFER TO [illegible]
FOR
Info | Inves | R/D | D/R | Sign | Act | File

orig. to

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION

In Reply Refer to
File No.:

DES 16

September 28, 1983

Mr. Dale E. Wilken
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center St., N.E.
Salem, Oregon 97301

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
SEP 30 '83
REFER TO
Schwartz
FOR

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☒						☒

Attention: Glenn Hossner

Columbia River Bridge-Umatilla River
McNary Highway
Umatill County

It is proposed to salvage steel bridge beams from the existing structure over Third Street and the existing guardrail and posts on the project for use by the State. The existing spur roadway, Third Street Bridge and the Columbia River Bridge was constructed by Umatilla County. It was operated as a toll facility until it was paid off. Shortly thereafter, some ten years ago, the State accepted it from the County and placed it on the highway system.

There are about 70,000 lbs. of steel bridge beams of varying sizes and lengths. The guardrail is "W"-beam with flanges, mostly mounted on concrete posts. The rail and posts are both obsolete designs. There are about 2,700 feet of guardrail and 200 posts.

State Highway Maintenance can make good use of the bridge beams, old guardrail and posts. We believe it is in the public interest to salvage this material and make it available for use by the State.

We propose to specify the salvaged bridge beams, guardrail and posts be stockpiled in the maintenance site at M.P. 7.10 on the Umatilla-Stanfield Highway as directed by the engineer.

The bridge beams, guardrail and posts were orginally County property, now State property and are not therefore considered for salvage valve.

734-1839

A credit to the project for the contractors handling costs to salvage and stockpile the materials is estimated to be $3,000. It is proposed that this amount be accepted as the final lump sum credit to eliminate the need for any additional attention to this matter.

This proposal was discussed with Mr. Dave Carter and Mr. Glen Hossner of the F.H.W.A.

We solicit your concurrence that it is in the public interest to salvage this material.

J. H. Versteeg
Road Design Engineer

By

Donald R. Adams, P.E.
Final Design Engineer

DRA:mg

cc: H. S. Coulter
E. S. Hunter
D. E. Swan
F. E. Terpin
S. H. Macnab
R. D. Hector
Fred Erikson

DES 16

October 3, 1983

Jones Scott Company
P.O. Box 29
Umatilla, Oregon 97882

Attention: Don Barnes

RE: Columbia River Bridge - Umatilla River Section
McNary Highway (I-82)
Umatilla County

In response to your request for information on our construction plans for I-82, we are enclosing one copy of sheets 1, 2, 2A, 2B, 4, 4A, 4B, 4C and 5. A sketch of the Port of Entry (truck scale) facility on a separate sheet is also enclosed. The sketch shows the location adjacent to the present highway and Brownell Blvd. The Port of Entry is planned to be constructed at about the same or slightly higher elevation than the existing highway.

I believe this data will provide the information requested.

Stephen Macnab, P.E.
Specifications Engineer

SM:mg

Enclosure

cc: File w/attachment
R. H. Hector w/o attachment
Harold Brainerd w/o "
Rod Henry w/o attachment

1 Versteeg ✓
Anderson
2 Adams
Macnab
Stoudenmayer
Turpin
3 Trout
Weberg

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OCT 03 1983
ROAD DESIGN SECTION

Do Not File ☐
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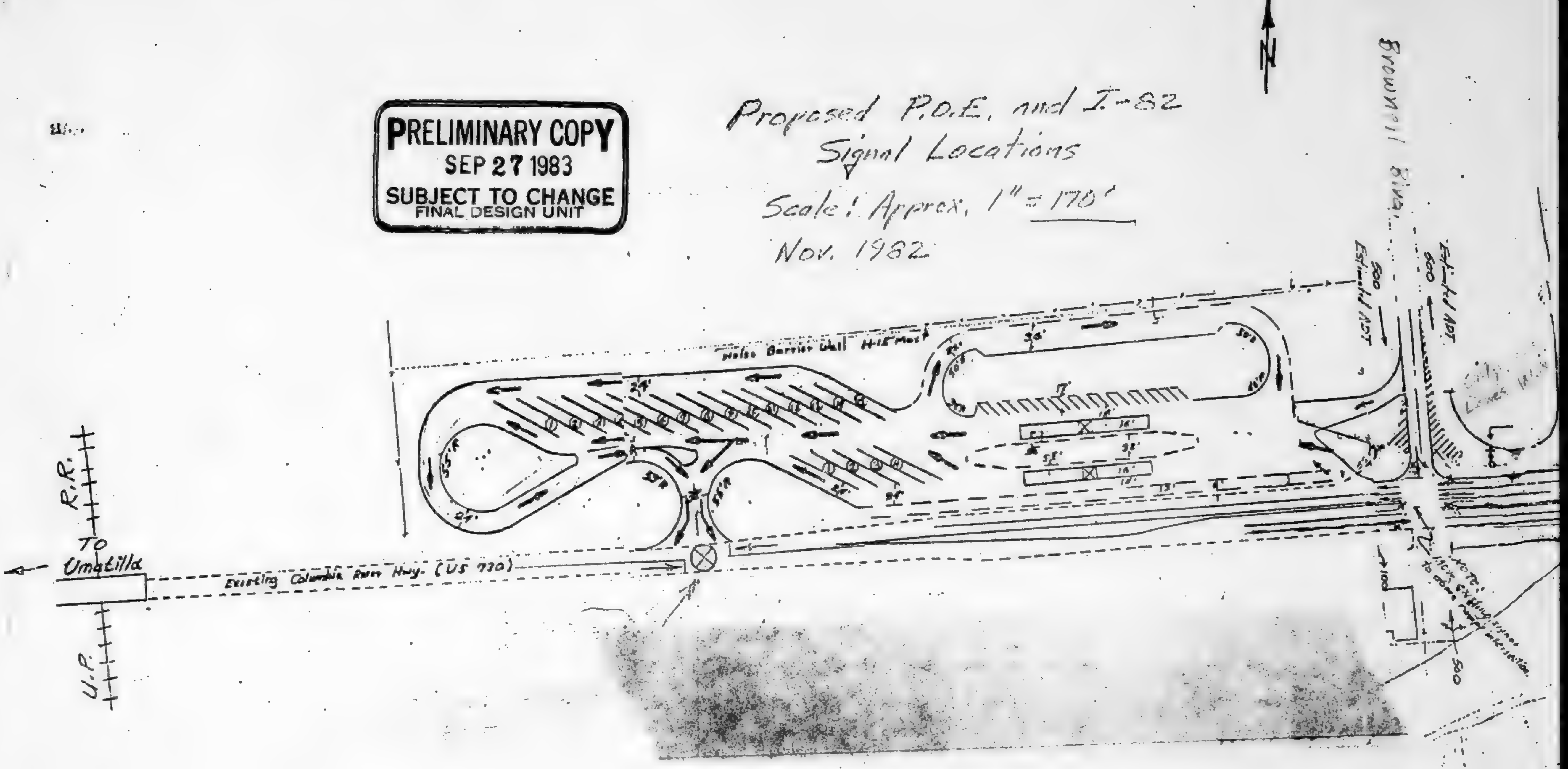
PRELIMINARY COPY
SEP 27 1983
SUBJECT TO CHANGE
FINAL DESIGN UNIT

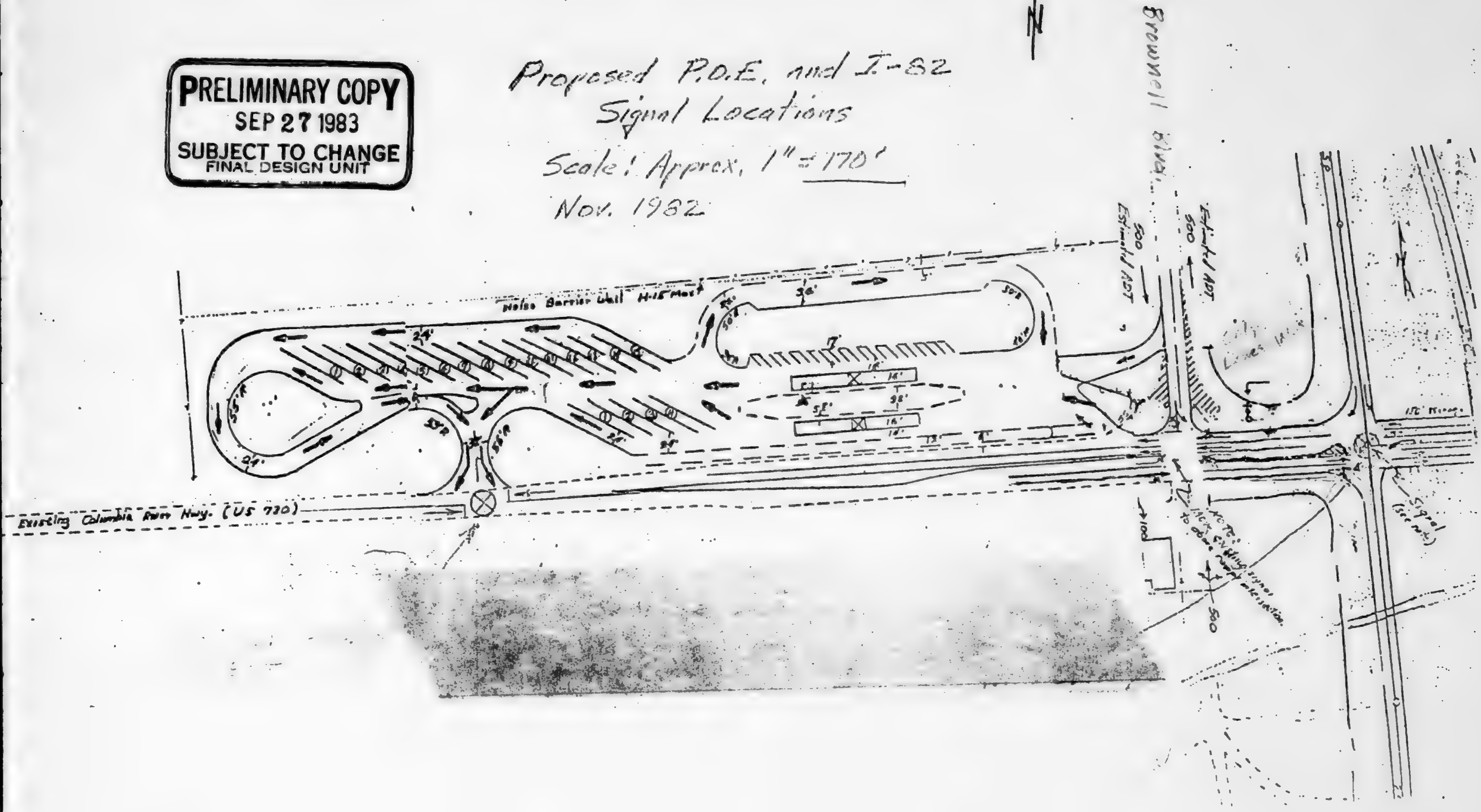
Proposed P.O.E. and I-82
Signal Locations

Scale: Approx. 1" = 170'
Nov. 1982


N
Brownell Blvd.
500
Estimated ADT
Estimated ADT
500
NOTE:
100
500
Noise Barrier Wall H-15 Max.
To
Umatilla
R.R.
U.P.
Existing Columbia River Hwy. (US 730)
24'
55' R
24'
58'
52'
16'
14'
32'
36'

PRELIMINARY COPY
SEP 27 1983
SUBJECT TO CHANGE
FINAL DESIGN UNIT

Proposed P.O.E. and I-82
Signal Locations
Scale: Approx. 1" = 170'
Nov. 1982



N
Brownell Blvd.
500
Estimated ADT
Estimated ADT
500
Noise Barrier Wall H-15 Max
24'
30'
36'
55'R
24'
24'
14'
16'
14'
16'
38'
52'
5'
Existing Columbia River Hwy. (US 730)
→100
500
NOTE: Move existing signal to above new intersection
Signal (see note)
12' Rumble
3p
I-82
400

September 30, 1983

Umatilla Confederated Tribes
P. O. Box 638
Pendleton, OR 97801

ENV 3

We are writing you in reference to the Indian Burial site that was discovered during the archeological excavations for the new Columbia River Bridge, part of the new McNary Highway (I-82) project in Umatilla County. The Indian Burial site was discovered during the summer of 1982 by the University of Oregon archeology crew. The tribe was notified at that time and indicated a desire to have the burial left in place and safeguarded from future disturbances. In the intervening year, final design work and coordination has taken place with the State of Washington and the project readied for costruction.

We now have available the specific information on the relationship of the burial site to the proposed bridge and the connecting roadway. The burial site presently is approximately seven feet below existing ground level. Fill for the approach road will be placed over the burial site. The total depth of fill over the burial site will result in the site being covered by approximately 42 feet of material. In addition, the site will be approximately 22 feet below the base level of the nearby footings for the new bridge. No displacement or compaction of the existing ground will occur because of construction.

The contract for the work has been written to protect the burial site. It stipulates that the site is a restricted work area, prohibiting any activity which will disturb the existing soils above and surrounding the burial. The accompanying set of drawings and cross-sections shows the burial site with respect to the placement of the roadway and bridge.

The Department would also like to assure the Umatilla Confederated Tribes that the contract specifications for the project will require work to cease immediately upon the discovery of any archeological or burial materials. The appropriate authorities, including the Umatilla Confederated Tribes, will be notified and proper safeguards taken.

We feel that the plans, specifications and special provisions safeguard the burial and allow it to be left in place as your staff requested last year. We consequently request your concurrence with those provisions and that you notifiy us on this request.

E. S. Hunter, P.E., P.L.S.
Assistant State Highway Engineer
Technical Services Branch

Enc.

cc Leroy Allen, Corps of Engineers, Walla Walla
Larry Russ, Washington Dept. of Transportation, Yakima
Richard Pettigrew, Museum of Anthropology, Eugene

bc H. S. Coulter
W. E. Schwartz
Dale E. Wilken - FHWA
J. H. Versteeg
Walt Hart
C. M. Gilmour
R. D. Hector

ENV:ja

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: September 29, 1983

In Reply Refer to
File No.:
PRO 6-2

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D. E. Swan, P.E.
Project Unit Engineer

SUBJECT: Utility Adjustments
Item No. 00125
Project No. I-82-1(3)00
Columbia River Bridge - Umatilla River Section
McNary Highway
Umatilla County

I request authorization to proceed with the "Utility Adjustment" phase of work, construction type code Y060, at an estimated total cost of $577,000 regular Federal-aid matching ratio of 92.22%, Appropriation Code 042 in the amount of $532,100 and increased Federal share (PL 97-424 section 145) Appropriation Code 04N in the amount of $44,900.

This request is initiated to expedite the adjustment of the various utilities to avoid conflict with the prime contractor during construction of the project.

JLG/cm

cc: General Files

Form 734-3122

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 9/28/83
8. FEDERAL ROUTE NUMBER Interstate 82
9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Bridge Section

11. GENERAL DESCRIPTION OF WORK
Grading, paving, structures, signing and signals

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Anticipated items as shown in "PS&E" Estimate dated 9/28/83

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate as being cost-effective.

Mr. Potter's 9/26/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $8,079,201. Regular Federal-aid matching ratio, appropriation code 042 in amount of $7,450,648 and increased Federal share (P.L. 97-424 Section 145) appropriation code 04N in amount of $628,553.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
NOV 9 '83
REFER TO Potter
FOR
Info | Invest | R/D | D/R | Sign | Act | File

11/9

14. DATE 9/28/83
15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner
16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-82-1(3)00

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Umatilla

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00125

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 9/28/83	8. FEDERAL ROUTE NUMBER Interstate 82	9. STATE ROUTE NUMBER Primary 70

10. GENERAL LOCATION:
Columbia River Bridge - Umatilla River Bridge Section

11. GENERAL DESCRIPTION OF WORK
Utility Adjustments

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW.

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility adjustments

13. REMARKS

As requested by Mr. Swan's letter of 9/28/83 you are authorized to proceed with the actual adjustments for the following utilities subject to the provisions of the Federal-aid Program Manual at a TEC of $577,000. Regular Federal-aid matching ratio - appropriation code 042 in amount of $532,100 and increased Federal share (P.L. 97-424 Section 145) appropriation code 04N in amount of $44,900.

1. Pacific NW Bell
2. Pacific Power and Light Co.
3. Umatilla Electric Cooperative Assn.
4. Bonneville Power Admin.
5. Union Pacific Railroad

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NOV 9 '83
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig to
11/9 [illegible]

14. DATE 9/28/83	15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner	16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

1-82

ROAD DESIGN - HIGHWAY DES 16

J. E. Backstrand, P.E.
Assistant Bridge Engineer

September 27, 1983

Donald R. Adams, P.E.
Final Design Engineer

Temporary Impact Attenuators
Columbia River Bridge - Umatilla River Sec.
McNary Highway
Umatilla County

During construction of the two McNary Highway structures over the Columbia River Highway, we plan to use a temporary concrete barrier to protect the falsework. There is no median barrier so it will be necessary to protect both ends of the temporary concrete barrier with impact attenuators.

Will you please have the necessary impact attenuators designed for inclusion in the contract plans for the above-named project. Keep in mind we will have to spread the temporary concrete barrier ends enough to allow access into the protected area for construction of the falsework columns.

WGB:mg

w/attachment

cc: Fred Eriksen
W. G. Beard

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Turpin
Trout
Wakerlig

RECEIVED
SEP 28 1983
ROAD DESIGN
SECTION

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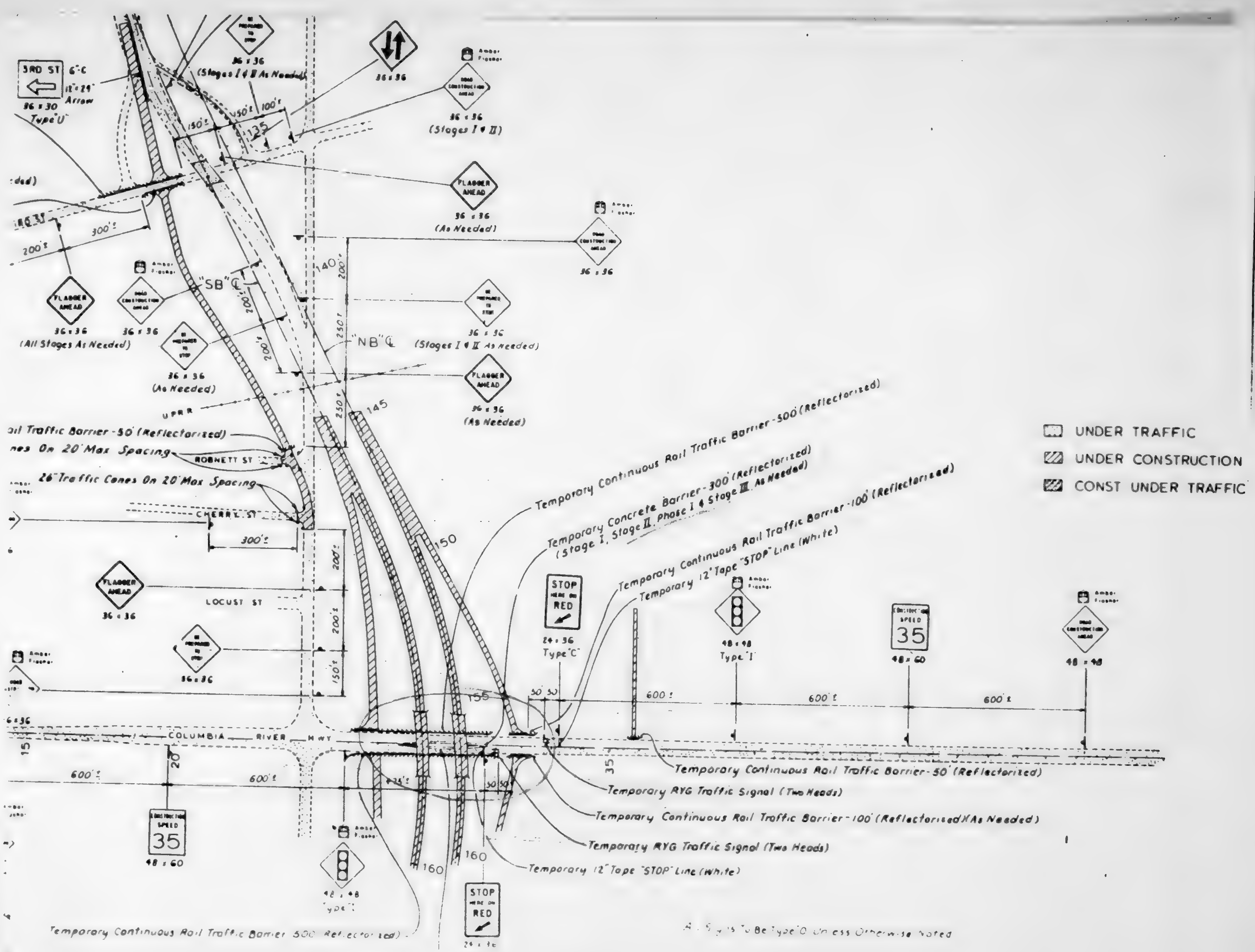
UNDER TRAFFIC
UNDER CONSTRUCTION
CONST UNDER TRAFFIC
3RD ST
6"C
12"x 24" Arrow
36 x 30 Type "U"
36 x 36
(Stages I & II As Needed)
36 x 36
36 x 36
(Stages I & II)
FLAGGER AHEAD
36 x 36
(As Needed)
36 x 36
FLAGGER AHEAD
36 x 36
(All Stages As Needed)
36 x 36
36 x 36
(As Needed)
"SB" ℄
"NB" ℄
36 x 36
(Stages I & II As Needed)
FLAGGER AHEAD
36 x 36
(As Needed)
UPRR
ROBNETT ST
CHERRY ST
LOCUST ST
COLUMBIA RIVER HWY
Rail Traffic Barrier - 50' (Reflectorized)
nes On 20' Max Spacing
26" Traffic Cones On 20' Max Spacing
300'±
200'±
150'±
100'±
135
140
145
150
155
160
250'±
200'±
FLAGGER AHEAD
36 x 36
36 x 36
Temporary Continuous Rail Traffic Barrier - 500' (Reflectorized)
Temporary Concrete Barrier - 300' (Reflectorized)
(Stage I, Stage II, Phase I & Stage III As Needed)
Temporary Continuous Rail Traffic Barrier - 100' (Reflectorized)
Temporary 12" Tape "STOP" Line (White)
STOP HERE ON RED
24 x 36 Type "C"
48 x 48 Type "I"
CONSTRUCTION SPEED 35
48 x 60
48 x 48
600'±
50
15
20
35
Temporary Continuous Rail Traffic Barrier - 50' (Reflectorized)
Temporary RYG Traffic Signal (Two Heads)
Temporary Continuous Rail Traffic Barrier - 100' (Reflectorized) (As Needed)
Temporary RYG Traffic Signal (Two Heads)
Temporary 12" Tape "STOP" Line (White)
CONSTRUCTION SPEED 35
48 x 60
48 x 48 Type "I"
STOP HERE ON RED
Temporary Continuous Rail Traffic Barrier 500' Reflectorized
All Signs To Be Type "O" Unless Otherwise Noted
Amber Flasher

STAGE I

9137

September 16, 1983

PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
D. E. SWAN

FROM: D. E. Swan
Project Unit Engineer

SUBJECT: Project Data Submission
Item No. 00125
Project No. I-82-1(3)00
Columbia River Bridge-Umatilla River Sec.
McNary Highway
Umatilla County

Attached data consists of PR-1 forms with project maps.

It is Oregon State Highway Division's present intention to receive bids for this project on October 27, 1983 and request Federal-Aid participation of 100 percent for reimbursement claims paid on or before September 30, 1984 in accordance with Public Law 97-424, Section 145.

A copy of State Clearinghouse A-95 review conclusions was previously forwarded.

DRH:pf
Attachments

cc: R. D. Hector, Region 5
General Files

9137

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 15, 1983

In Reply Refer to
File No.

DES 23
16441, 16442

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

ORIGINAL SIGNED
JERALD E. BACKSTRAND

Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

SUBJECT: I-82 Overcrossing Columbia River Highway
Columbia River Bridge - Umatilla River Section
McNary Highway
Umatilla County
BRS 16441, 16442

Oregon Project I-82-2(2)
Your file HBR-OR

The estimate using pile footings or spread footings for the end bents on these bridges is enclosed. The cost is for all practical purposes equal. As stated in our September 8 letter, the compaction described in the foundation report would be difficult to obtain with the slant leg bents.

The traffic section has looked into illumination at this interchange and decided it is warranted. The illumination will be done on a future contract.

JMT:jrb

Enclosure

cc: ✓E. S. Hunter
Gary Potter
L. E. George

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TECHNICAL SERVICES
SEP 16 '83
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FOR
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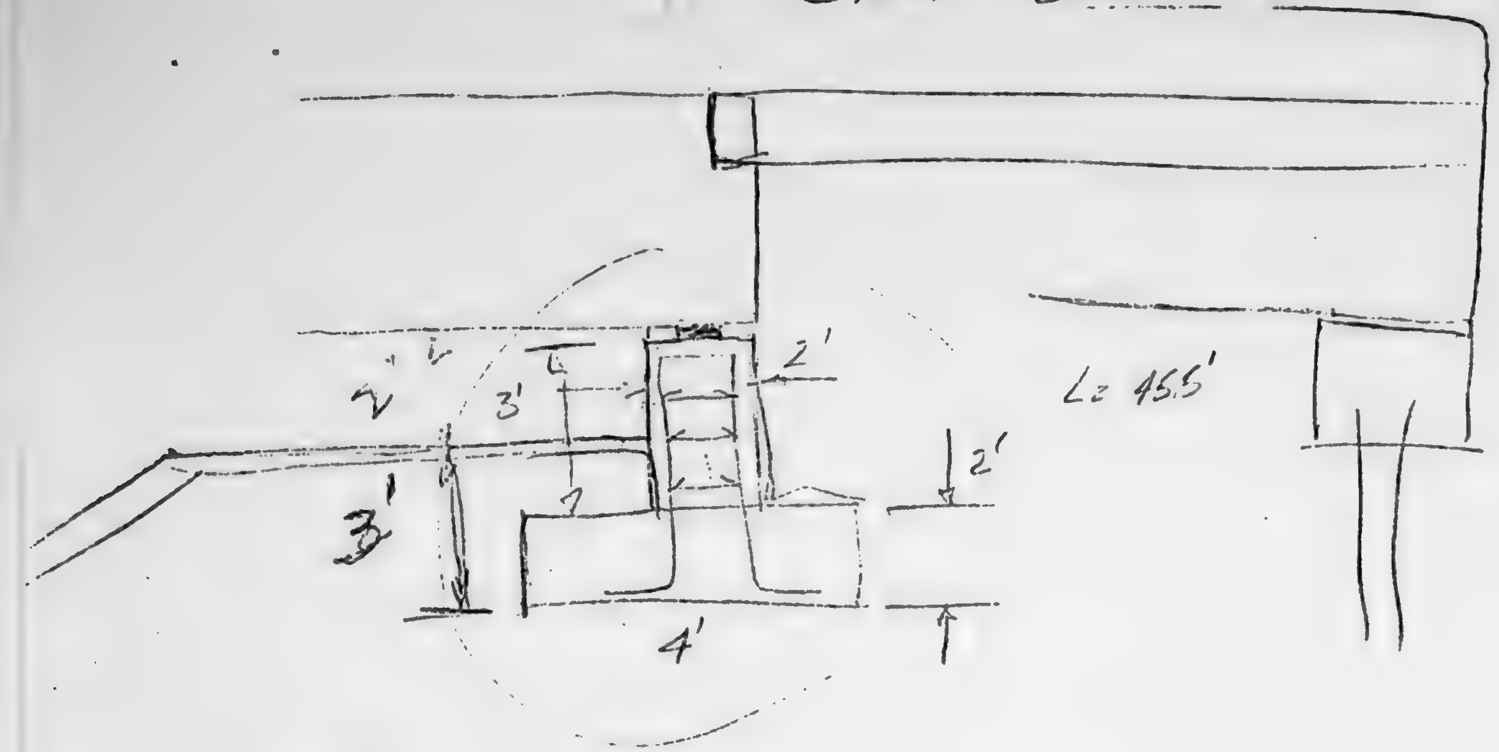
Form 734-3122

Piling vs. Spread footing Costs
"CRH" Umatilla Structures :



Concrete:

New $Vol = 4\left[(2')(3') + (4')(2')\right](45.5') = 2548\ ft^3 = 94\ yd^3 \times \$210 = \$19,800$

Old $Vol = (4)(2.5)^2(36') = 900\ ft^3 = 33\ yd^3 \times \$210 = \$7000$

$\Delta cost = \$12,800$

Steel:

$\Delta\ Wt = (94\ yd^3 - 33\ yd^3)(150\#/yd^3) = \#9150 \times \$0.45 = \$4,100 = \Delta cost$

$\Delta cost = \$16,900$

- pile driving eqp — $-12,000$

$+\$4,900$

- pile & driving pile — $-6,000$

$-\$1,100$

These figures do not reflect the addition cost that would be incurred for compaction around spread footings.

[illegible]

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-82-2(2)
I-82 O'xing Columbia River Highway
(Hwy 730) Columbia River Bridge
Umatilla River Section
(Br. Nos. 16441 & 16442)

Date: September 12, 1983

Reply to Attn. of: HBR-OR

From: Division Administrator

To: Mr. H. S. Coulter
State Highway Engineer
Salem, Oregon

Mr. Hart's preliminary plan submittal of September 8 for the I-82 crossing of the Columbia River Highway in Umatilla County has been reviewed.

The slant leg box structures you propose is acceptable. Foundation conditions appear appropriate for spread footings and we would like your estimate support for pile footings at this location.

✓ Lighting at this interchange into Umatilla might be desirable. We understand that there will be a weigh station close by.

Please proceed with the design subject to our review of the pile foundations and your consideration of roadway lighting.

G. K. Hosner for
Dale E. Wilken

cc:
OSHD (W Hart)
OSHD (G Potter)

cy [illegible] 9/13

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FOR

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STATE HWY ENGR
SEP 13 '83
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FOR

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VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DES 23
16441,16442

In Reply Refer to
File No.:

TO: Mr. Dale Wilken
Division Administrator
Federal Highway Administration

September 8, 1983

FROM: Walter J. Hart, P.E.
Bridge Engineer

For

Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

RECEIVED
TECHNICAL SERVICES
SEP 9 '83
REFER TO
FOR
Info Inves R/D D/R Sign Act

SUBJECT: I-82 O'xing Columbia R. Hwy.
Columbia R. Br.-Umatilla R. Section
McNary Highway
Umatilla County
Bridges 16441 and 16442

Enclosed are two reduced prints of Drawings 38343, 35485, and 35486 which are the preliminary plan and elevation and vicinity maps for this structure. Also enclosed are three copies of the foundation report.

The alignment and roadway width are in accordance with the standards governing the project. The grade line was established to provide 17 feet of clearance over the Columbia River Highway and the length is required to span the highway providing for the typical section underneath.

A cast-in-place reinforced concrete box girder with single column slant leg bents was selected to provide an attractive and economical structure crossing the Columbia River Highway.

The Foundation Report gives a choice of either spread footing or pile for the end bents. We have estimated the cost of both types of support and found they will be equal. We have decided to use pile because of the difficulty in obtaining good compaction with the slant legs of the interior bents.

Two other types were studied for this site. A three span prestressed beam structure with spans of 47'-124'-47' using Type 2 beams for the end spans and bulb-t's for the center span. The estimated cost of this structure was $1,122,000. A three-span structure with 39-foot cast-in-place slab spans at each end and a 140-foot post tensioned box girder for the center span was also studied. The estimated cost of this structure was $1,366,000.

The estimated cost of the selected alternate, including an allowance for engineering and contingencies, is $1,195,000.

We request your approval of our preliminary plan.

Encl.

~~cc E. S.~~ Hunter
Gary Potter
Don Adams /w/ 1 set
R. D. Hector /w/ 1 set
Cam Gilmour /w/ 1 set
J. W. Grossman /w/ 1 set

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: September 8, 1983

To: Executive Department
Federal-Aid Coordination Unit

ORIGINAL SIGNED BY
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Federal-Aid Funding Application

In compliance with Step 7 of Procedure 13-020-02 of Executive Memorandum 02-270-20, we are submitting one copy of the completed application for Federal-Aid funding of the following:

Item No.	Project No.	Section Name & PNRS No.
00125	I-82-1(3)00	Columbia River Bridge-Umatilla River #7611-4-380

DRH:bkb
Enc.
cc: Dale E. Wilken, FHWA
General Files

ROAD DESIGN SECTION

DES 16

J. E. Backstrand, P.E.
Bridge Design Engineer

August 25, 1983

Donald R. Adams, P.E.
Final Design Engineer

Structure Mounts
Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla Highway

Please have structure mounts designed for signs shown on the attached print. One sign is for the present contract and one for a future contract but we feel both mounts should be installed under this contract. Both signs are to be illuminated.

When designed, please send a copy to us with the weights of the structure mounts.

WGB:ja

Attachment

cc: Fred Eriksen
W. G. Beard

Vetstoeg
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wekerlig

RECEIVED
AUG 26 1983
ROAD DESIGN SECTION

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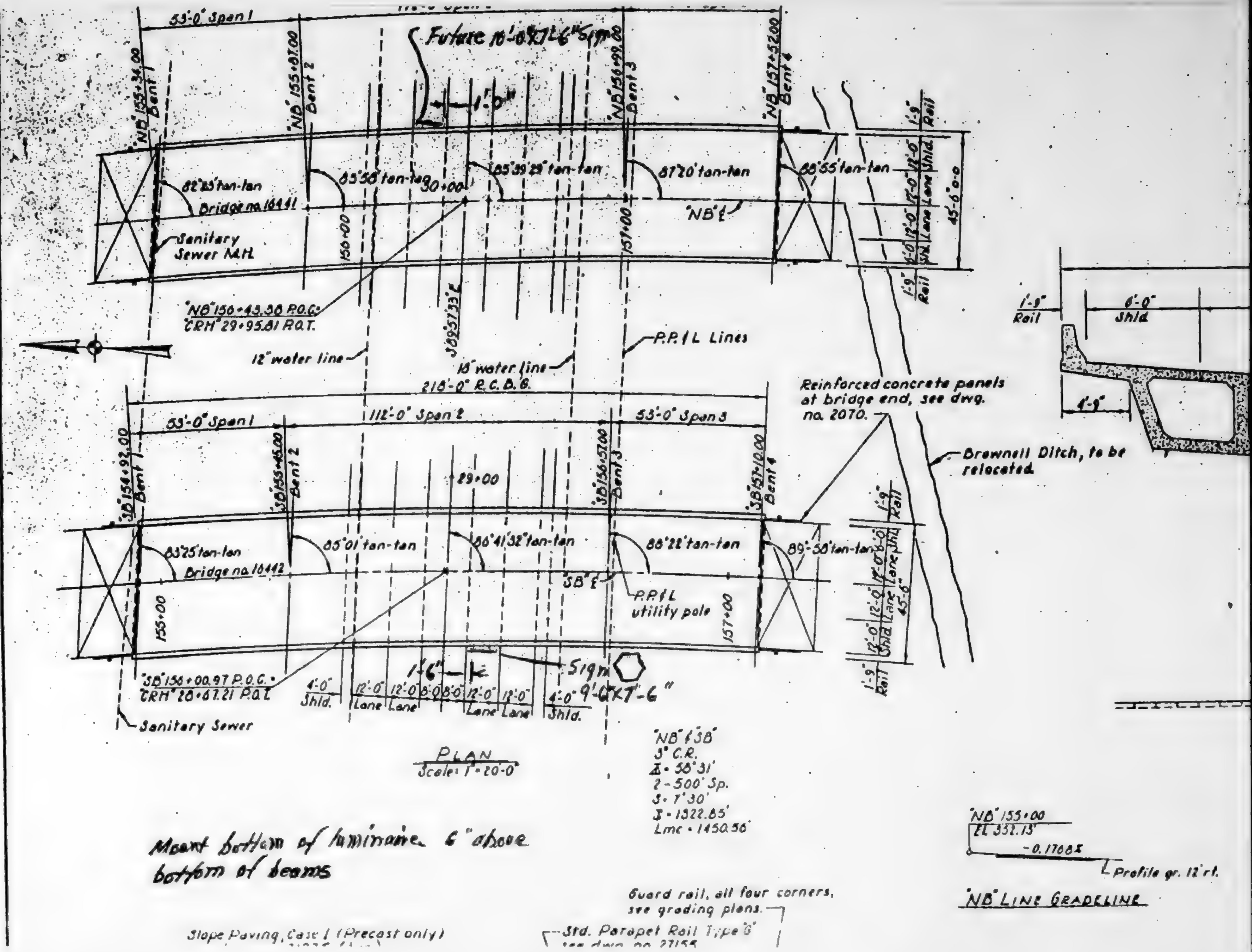
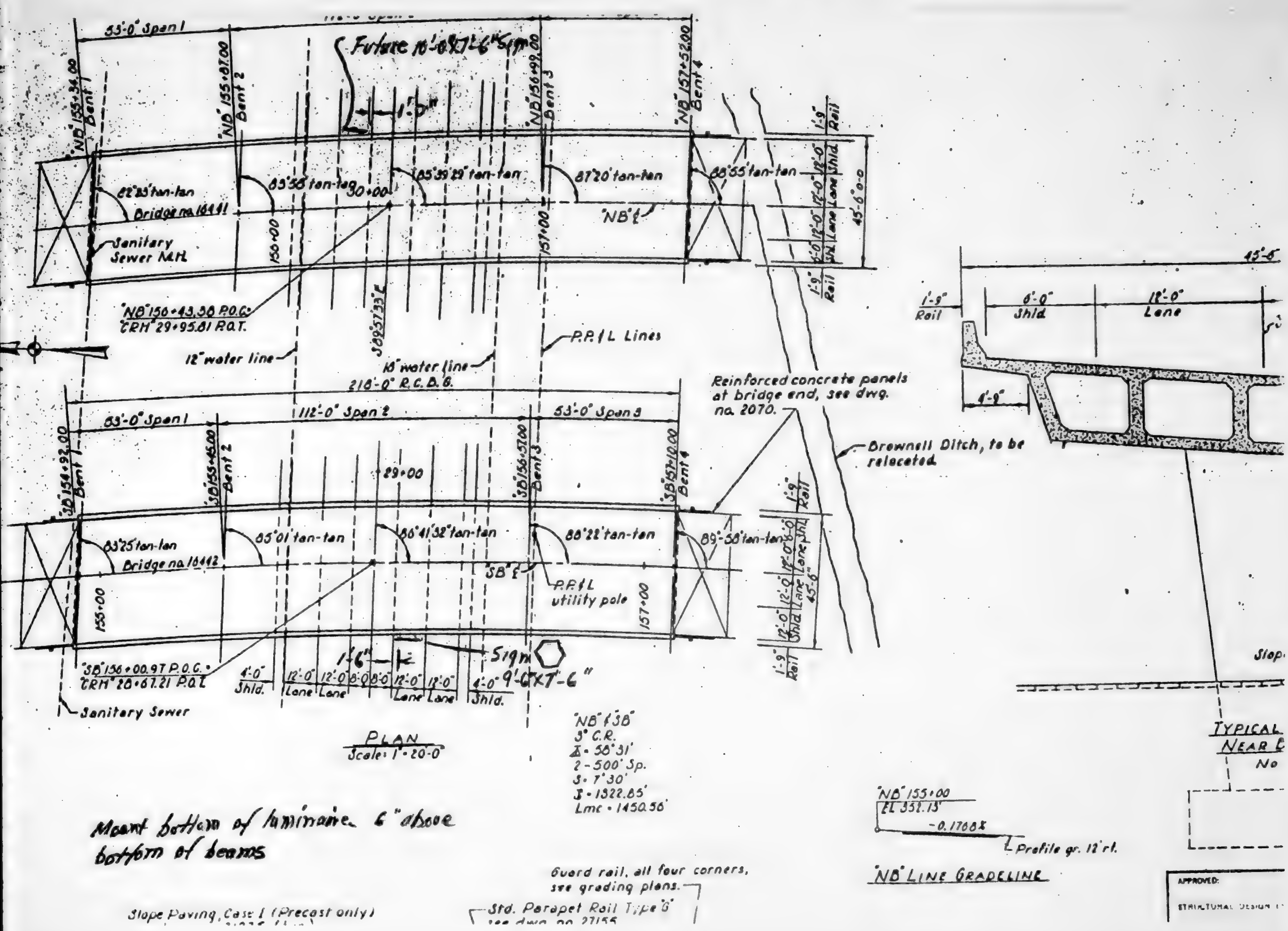
Action


53'-0" Span 1
Future 10'-0"x12'-6" Sign
1'-0"
"NB" 155+34.00 Bent 1
"NB" 155+87.00 Bent 2
"NB" 156+99.00 Bent 3
"NB" 157+52.00 Bent 4
82°25' tan-tan
Bridge no. 16441
Sanitary Sewer M.H.
85°56' tan-tan
30+00
85°39'29" tan-tan
87°20' tan-tan
88°55' tan-tan
156+00
157+00
"NB" ℄
SO°57'33" E
"NB" 156+43.30 P.O.C.
"CRH" 29+95.81 P.O.T.
12" water line
16" water line
P.P.&L Lines
218'-0" R.C.B.G.
53'-0" Span 1
112'-0" Span 2
53'-0" Span 3
"SB" 154+92.00 Bent 1
"SB" 155+45.00 Bent 2
"SB" 156+57.00 Bent 3
"SB" 157+10.00 Bent 4
83°25' tan-tan
Bridge no. 16442
85°01' tan-tan
86°41'32" tan-tan
88°22' tan-tan
89°58' tan-tan
29+00
"SB" ℄
P.P.&L utility pole
155+00
157+00
1'-6"
Sign
9'-0"x7'-6"
"SB" 156+00.97 P.O.C.
"CRH" 20+67.21 P.O.T.
4'-0" Shld.
12'-0" Lane
12'-0" Lane
8'-0"
8'-0"
12'-0" Lane
12'-0" Lane
4'-0" Shld.
Sanitary Sewer
1'-9" Rail
12'-0" Shld
12'-0" Lane
12'-0" Lane
6'-0" Shld
1'-9" Rail
45'-6"
6'-0" Shld
12'-0" Lane
12'-0" Lane
12'-0" Shld
45'-6"-0
Reinforced concrete panels at bridge end, see dwg. no. 2070.
Brownell Ditch, to be relocated.
1'-9" Rail
6'-0" Shld
1'-9"
"NB" & "SB"
3° C.R.
Δ = 58°31'
2-500' Sp.
S = 7°30'
T = 1322.85'
Lmc = 1450.56'
"NB" 155+00
EL 352.15'
-0.1768%
Profile gr. 12' rt.
"NB" LINE GRADELINE
Mount bottom of luminaire 6" above bottom of beams
Guard rail, all four corners, see grading plans.
Std. Parapet Rail Type "G" see dwg. no. 27155
Slope Paving, Case I (Precast only)

PLAN
Scale: 1" = 20'-0"


53'-0" Span 1
Future 10'-0"x7'-6" Sign
1'-3"
"NB" 155+34.00 Bent 1
"NB" 155+87.00 Bent 2
"NB" 156+99.00 Bent 3
"NB" 157+52.00 Bent 4
82°35' tan-tan
Bridge no. 10441
Sanitary Sewer M.H.
83°58' tan-tan
150+00
30+00
85°39'29" tan-tan
87°20' tan-tan
157+00
"NB" ℄
88°55' tan-tan
1'-9" Rail
6'-0" Shld
12'-0" Lane
12'-0" Lane
6'-0" Shld
1'-9" Rail
45'-6"
"NB" 150+43.30 P.O.C.
CRH 29+95.81 P.O.T.
S09°57'33"E
P.P.&L Lines
12" water line
10" water line
218'-0" R.C.B.G.
Reinforced concrete panels at bridge end, see dwg. no. 2070.
Brownell Ditch, to be relocated
53'-0" Span 1
112'-0" Span 2
53'-0" Span 3
"SB" 154+92.00 Bent 1
"SB" 155+45.00 Bent 2
"SB" 156+57.00 Bent 3
"SB" 157+10.00 Bent 4
29+00
83°25' tan-tan
Bridge no. 10442
85°01' tan-tan
86°41'32" tan-tan
88°22' tan-tan
89°58' tan-tan
"SB" ℄
P.P.&L utility pole
155+00
157+00
1'-6"
Sign
9'-0"x7'-6"
"SB" 156+00.97 P.O.C.
CRH 20+67.21 P.O.T.
4'-0" Shld.
12'-0" Lane
12'-0" Lane
6'-0"
6'-0"
12'-0" Lane
12'-0" Lane
4'-0" Shld.
Sanitary Sewer
PLAN
Scale: 1" = 20'-0"
"NB" & "SB"
3° C.R.
Δ = 58°31'
2 - 500' Sp.
S = 7°30'
T = 1322.85'
Lmc = 1450.56'
Mount bottom of luminaire 6" above bottom of beams
Guard rail, all four corners, see grading plans.
Slope Paving, Case I (Precast only)
Std. Parapet Rail Type "B" see dwg. no. 27155
45'-6"
1'-9" Rail
6'-0" Shld
12'-0" Lane
1'-9"
Slop
TYPICAL
NEAR
No
"NB" 155+00
EL 352.15
-0.1700%
Profile gr. 12' rt.
"NB" LINE GRADELINE
APPROVED:
STRUCTURAL DESIGN

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No
DES 23
16439
16440

August 25, 1983

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

AL SIGN
D E. BACKSTRA
Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

NOTED
E. S. HUNTER

SUBJECT: I-82 Overcrossing UPRR
Columbia River-Umatilla River Section
McNary Highway (I-82)
Umatilla County
BRS 16439, 16440
Oregon Project I-82-1(1)00
Your File HBR-OR

Enclosed are three copies of the foundation report for these structures. The preliminary was submitted August 19 and approved by your office subject to the foundation report, November 9, 1981. The structure is the same as previously submitted except the end bents will be on spread footings rather than piles.

This is being sent to you to complete our preliminary submittal.

JMT:jrb

Enclosures

cc: E. S. Hunter
Gary Potter
R. E. Hector

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AUG 29 '83
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FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

3. 9757

ROAD DESIGN SECTION   DES 16

J. E. Backstrand, P.E.
Bridge Design Engineer

August 24, 1983

Donald R. Adams, P.E.
Final Design Engineer

Sign Bridge Design
Columbia River Bridge-Umatilla River Section
McNary Highway I-82
Umatilla County

We are in need of a sign bridge at Station "C" 150+50 on the above-named project. Attached are two prints of the cross-section for the same. The signs are to be illuminated.

Please prepare design, plans, weight of the steel structure and yardage of concrete footings and return a copy to us.

Unfortunately, as you are well aware, the project is to be PS&E'd by September 30; therefore, your earliest consideration will be appreciated.

WGB:ja

Attachments

cc Fred Eriksen
W. G. Beard

1 Versteeg ✓
Anderson
Adams
✓ Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
AUG 25 1983
ROAD DESIGN SECTION

Do Not File ☐
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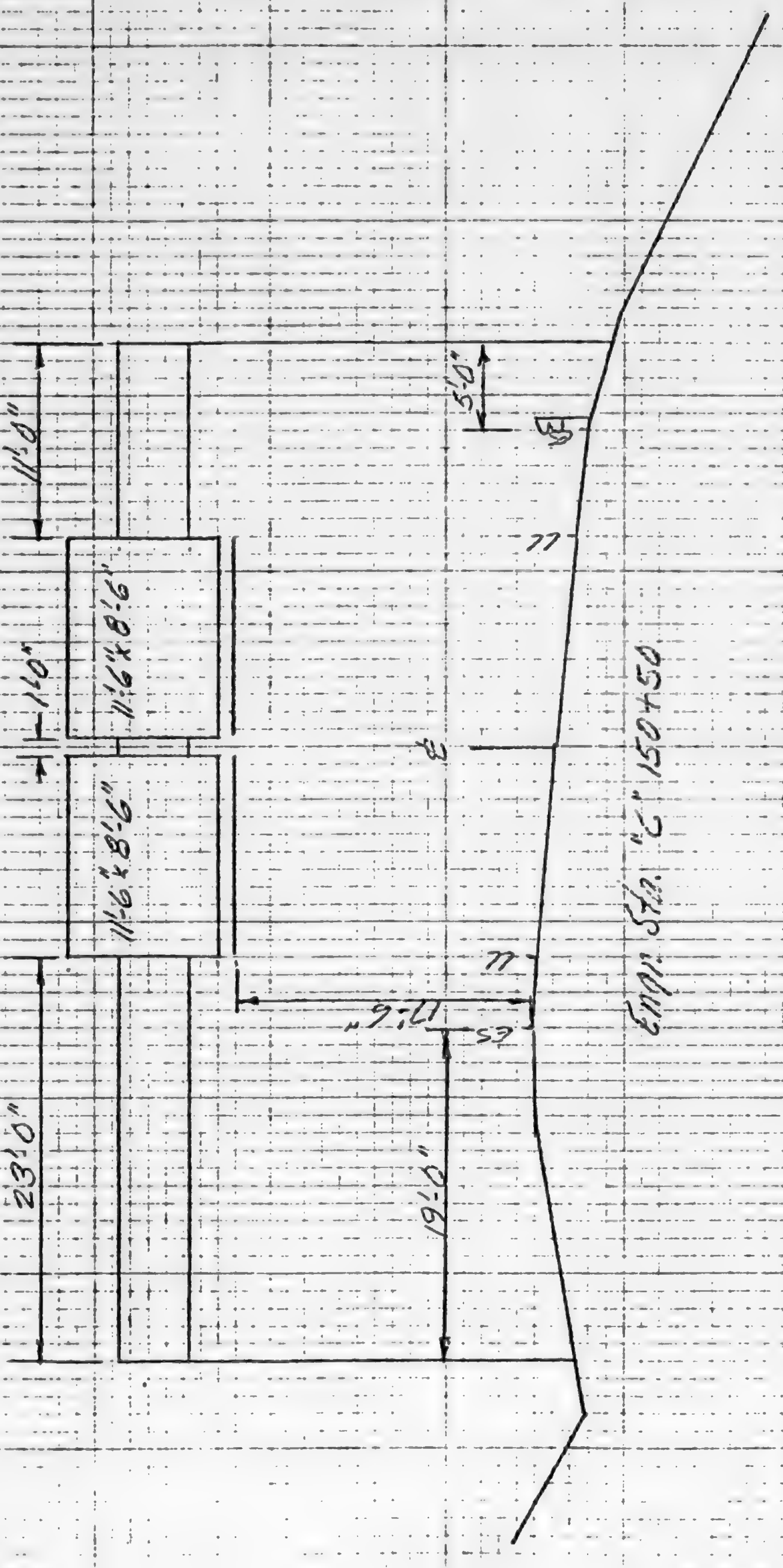
Columbia River Br. - Umatilla River Sheet 1 of


11'0"
1'0"
23'0"
11'6" x 8'6"
11'6" x 8'6"
5'0"
12'6"
19'0"
Engr. Sta. "C" 150+50

P

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.:
DES 23
16437
16438

August 19, 1983

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

GINAL SIGNED
LD E. BACKSTRAN

Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

SUBJECT: Third Street Overcrossing
Columbia River Bridge--Umatilla
River Bridge Section
McNary Highway (I-82)
Umatilla County
BRS 16437, 16438

Enclosed are three copies of the foundation report for these structures. The preliminary was submitted June 17, 1983 and is the same as presently planned except the end bents will be on spread footings rather than pile as shown on Drawing 36075. This is being sent to you to complete our preliminary submittal.

JMT:jrb

cc: ✓E. S. Hunter
Gary Potter
R. D. Hector

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FOR
Info | Inves | R/D | D/R | Sign

Form 734-3122

9737 N

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
~~DES 16~~
1-82

TO: MEMO TO THE FILE

DATE: August 16, 1983

FROM: Donald R. Adams
Final Design Engineer

SUBJECT: Port of Entry
Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla County

This is to clarify that the port of entry construction will not be a part of the grading contract for the subject section. The estimate for this section does not include port of entry costs. The port of entry was deleted from the cost estimate the same time the structures throughout this section were removed from the estimate.

While the port of entry project could be built under this job, it is doubtful that the Bridge Section would be ready in time to have the job ready for PS&E before September 30. The construction of the port of entry lends itself to a separate contract and could be developed most expeditiously in that fashion. It does not rely on the construction of the freeway for its development, nor does it have to be tied to that construction work.

The possiblity of grading, paving, and putting in the curbs was considered. However, all the utility work would have to be added at a later date, which would pretty well cut up the paving.

Bob Hamilton favors constructing the P.O.E. as early as possible; however, he is set up in his current location so construction of the P.O.E. at this time is not critical but is more of a convenience.

DRA:ja

sent 8-17-83

cc J. H. Versteeg - Cy rec'd
Walt Hart
Bob Hamilton
Fred Eriksen - copy rec'd

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Turpin
Trout
Wakerlig

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AUG 17 1983
ROAD DESIGN SECTION

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U.S. Department
of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-82-1(1)00
I-82 Overcrossing of UPRR
Bridges #16439 and #16440

Date: November 9, 1981

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT
ATTN: Mr. W. J. Hart, Bridge Engineer

The preliminary plans for Bridges #16439 and #16440, across the Union Pacific Railroad in I-82 in the Columbia River to Umatilla River Section, are approved subject to a foundation review. This submittal was forwarded to us with Mr. Hart's memorandum of August 19, 1981.

We have not received the foundation report for these structures. Please forward this information when available.

For Dale E. Wilken

cc:
OSHD (W J Hart, Br)
OSHD (D E Swan, Proj Mgmt)

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FOR

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VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
DES 23
16439
16440

NOTED
E. S. HUNTER

August 19, 1981

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart
Bridge Engineer

ORIGINAL SIGNED
WALTER J. HART

SUBJECT: I-82 Overcrossing UPRR
Columbia River-Umatilla River, Unit 1 Section
McNary Highway (I-82)
Umatilla County
BR 16439 and 16440

Enclosed are two reduced prints of Drawings 35883 and 35484 which are the preliminary plan and elevation and vicinity map for this structure. Also enclosed are two prints of the approved geometric sheet for the Umatilla interchange. Copies of the foundation report will be forwarded when it becomes available. The alignment and roadway width are in accordance with the standards governing this project. Minimum length structures consistent with the crossing section requirements are proposed.

Precast prestressed beam spans were elected to provide a low maintenance, minimal cost crossing. Other alternates considered were a single span of precast prestressed beams with reinforced earth abutments and a single span post-tensioned concrete box girder. These alternates were eliminated due to estimated higher costs and in consideration that the railroad crossing does not warrant extra cost for architectural reasons.

The estimated cost of these structures, including an allowance for engineering and contingencies, is $1,026,000. This cost is for structure items only and does not include roadway and other costs.

We request your approval of our preliminary plan and your concurrence that this project is eligible for FAI funding.

RFE:jrb
Enclosures
cc: ✓E. S. Hunter
D. H. Moehring
Lyle Watson /w/ 1 set
W. E. Schwartz /w/ 1 set
Gary Potter /w/ 1 set

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Form 734-3122

77

U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-82-1(1)
Columbia River - Interstate 84
Br #16437-16438, Third Street O'Xing
Br #16445-16446, West Extension Canal O'Xing

Date: October 16, 1981

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT
ATTN: Mr. W. J. Hart, Bridge Engineer

cc pd 91.2
cc N
I-82

Mr. Wallace's letter of June 17, 1981, submitted the above structures for preliminary review. We have not received the Foundation Report and our comments are prefaced with this in mind.

Third Street Overcrossing:

The selection of Type III beams with spans of 58'-81'-70' continuous for live load only are acceptable. Also we will approve the HS 25 loading for this project.

West Extension Canal Overcrossing:

These structures appear too long for the existing canal. We recommend you study a berm of only 3'-5' beyond the existing concrete ditch lining as a sufficient distance for sizing the bridges and placing the footings. This should adequately protect the irrigation canal.

The reduced length of structures should save $15,000 - $20,000.

For Dale E. Wilken

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FOR

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VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
E. S. HUNTER

In Reply Refer to
File No.:
DES 23
16437
16438
16445
16446

June 17, 1981

Dale E. Wilken, Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street
Salem, OR 97301

Third Street Overcrossing 16437 and 16438
West Extension Canal Overcrossing 16445 and 16446
Columbia River-Interstate 84
McNary (I-82)
Umatilla County

Enclosed are two reduced prints of Drawings 36075, 35483, 36086 and 35489 which are the preliminary plan and elevations and vicinity maps for these structures. Also enclosed are two prints of the approved geometric sheet for the Columbia River Highway interchange. Copies of the foundation reports will be forwarded when they become available. The alignment and roadway width are in accordance with the standards governing the project. Minimum length structures consistent with the crossing section requirements are proposed.

For the canal structures, precast prestressed slab spans are proposed, providing a minimal cost crossing. Box culverts were considered but ruled out to avoid disturbance to the existing concrete-lined canal.

For the Third Street structures, precast prestressed beam spans were elected to provide a low maintenance, minimal cost crossing. Other alternates considered were a three-span poured-in-place reinforced concrete box girder, and a single-span post-tensioned concrete box girder. These alternates were eliminated due to estimated higher costs and in consideration that the Third Street crossing does not warrant extra cost for architectural reasons.

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Form 734-3122

The estimated costs of these structures, including an allowance for engineering and contingencies, are $311,000 for the West Extension Canal Overcrossing (16445 and 16446) and $1,265,000 for the Third Street Overcrossing (16437 and 16438).

We request your approval of our preliminary plan and your concurrence that this project is eligible for FAI funding.

Walter J. Hart
Bridge Engineer

L. L. Wallace

L. L. Wallace
Assistant Bridge Engineer

Enclosures

cc: ✓E. S. Hunter
D. H. Moehring
Lyle Watson /w/ 1 set encls.
W. E. Schwartz /w/ 1 set encls.
H. S. Oswald /w/ 1 set encls.
Gary Potter /w/ 1 set encls.

9737

STATE OF OREGON
ROAD DESIGN SECTION 378-6558

INTEROFFICE MEMO
ROW 3:1

TO: J. H. Versteeg
Road Design Engineer

DATE: October 9, 1981

FROM: W. H. Wakerlig
R/W Descriptions Manager

SUBJECT: Map 1R-4-773
Columbia River - I-84(1-80N) Section
McNary Highway
Umatilla County

Enclosed is a survey approval map for the subject project to document Commission action as provided in ORS Chapter 366.

Your approval and transmittal to Mr. Hunter is recommended.

Following approval by Mr. Hunter, please return the approved map to R/W Descriptions for further processing.

approved & returned
10 12 81

WHW:rlr
Enclosure

Contains Recycled Materials
81-125-1387

SP*75683-125

August 28, 1981

NOTED
H.S.COULTER

Mr. David Astle
Assistant PUC Commissioner
Public Utility Commission
Labor & Industries Building
Salem, Oregon 97310

RE: PUC Application
Columbia River Bridge-Umatilla
River Section
McNary Highway (I-82)

Dear Mr. Astle:

Attached are originals and eight (8) copies each of two applications relating to the subject project. One application is for constructing two structures to carry Interstate 82 over the UPRR tracts. The other application is for relocating and changing protection at Brownell Boulevard. Brownell Boulevard will be used as a detour route while the freeway structures are being constructed then will remain as a local service road after the construction of the freeway.

Very truly yours,

R. D. TRYGSTAD
Roger D. Trygstad
Railroad & Utility Engineer

RDT:ss

Attachments

bc: H. S. Coulter w/attach ✓
E. S. Hunter w/attach
Walt Hart w/attach
C. T. Keasey w/attach
D. E. Swan w/attach
Jack Sollis w/attach

RECEIVED
STATE HWY ENGR
AUG 28 '81
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

PUC Docket No. SXF ______________

PUC Crossing No. ______________

DOT-AAR Crossing No. ____________

BEFORE THE PUBLIC UTILITY COMMISSIONER
OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project.

Formal Title:

In the Matter of the Application of The State of Oregon, by and through its Department (name of applicant)

of Transportation - Highway Division,

for the authority, pursuant to ORS 763. 040 (020/030/040), to

construct (construct/alter/change protection at/relocate/close) a separated (grade/separated) crossing

of McNary Highway, Interstate 82, (name of street or highway)

and Union Pacific Railroad Company (name of railroad company)

Umatilla Branch Spur (name of railroad main or branch line or other trackage)

near (in/near) Umatilla (name of city/town/rail station), Umatilla (name of county) County, Oregon.

Check one of the following:

Allocation of funds from one of the following sources is requested or expected --

☐ State grade crossing protection account (ORS 763.270, .280, .290).
Estimate of dollar cost to fund: $______________

☒ Federal-Aid Highway System funds.*
Surface Transportation Act of 1978.

☐ Other Federal Funds.*
____

☐ None of above.

*If Federal funding assistance is expected, please give appropriate federal statutory provision.

PUC Form 202 (30) 1-80

Title Page

BE[illegible] THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project

---

Check one of the following and answer all of Section 1, plus all other parts of the application indicated beside that item.

(1) _____ Construction of a new public highway/bikeway over an existing railroad at grade.
Answer: Sec. I, II, V, as appropriate.

(2) _____ Construction of a new railroad track or tracks over an existing public highway at grade.
Answer: Sec. I, II, V, as appropriate.

(3) __X__ Construction of a new public highway over or under an existing railroad.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(4) _____ Construction of a new railroad track or tracks over or under an existing public highway.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(5) _____ Alteration/relocation of an existing public highway at an existing grade crossing.
Answer: Sec. I, II, V.

(6) _____ Alteration or relocation of existing railroad trackage at an existing grade crossing.
Answer: Sec. I, II, V.

(7) _____ Separation of an existing grade crossing. Answer: Sec. I, III, V and #12 (a)(1) and (b)(1).

(8) _____ Alteration of an existing separated crossing. Answer: Sec. I, III and V.

(9) _____ Removal of a track or tracks from an existing grade crossing. (If this is all that is involved, no application is required. Please notify us in writing.)

(10) _____ Addition of a track or tracks at an existing grade crossing. (See (6) above and answer as indicated.)

(11) _____ Addition of protective devices at an existing crossing.

(12) _____ Addition or removal of stop sign protection at an existing crossing. (Simplified form 204 (31) 10-77 may be used if this is all that is involved. Otherwise, answer as indicated under (5) above.)

(13) _____ Closure of an existing grade crossing. Answer: Sec. I, IV and the applicable portions of #'s 11, 12 and 13.

(14) _____ Other (please specify)____

Note: TO SAVE PAPER WHEN COMPLETING THIS FORM, IF IT IS FOUND THAT NO RESPONSES ARE REQUIRED ON ANY PARTICULAR PAGE(S), PLEASE OMIT SUCH PAGE(S) FROM YOUR APPLICATION. ALL SUCH OMISSIONS MUST BE SPECIFIED ON THE SIGNATURE PAGE.

IMPORTANT: PLEASE READ NOTE AT BOTTOM OF PRECEDING PAGE BEFORE COMPLETING THIS FORM.

NOTE TO APPLICANT: If assistance in completing this form is desired, please call 378-6659. On a question involving railroad data, the railroad involved can usually provide assistance as well:

Burlington Northern, Engineering Dept.	241-6312	(Portland)
Southern Pacific, Division Engineer	228-8181	(Portland)
Union Pacific, Public Projects Engineer	249-2591	(Portland)
or--	(208)-232-4450	(Pocatello, Idaho)

(Pocatello should be called for Union Pacific lines east of Huntington, including the line to Burns.)

SECTION I. (To be filled out completely by all applicants.)

1. Name of Applicant: Oregon Department of Transportation-Highway Division

Address: Salem, Oregon

Name of Applicant's Contact Person and Telephone No. L. L. Wallace, 378-6551

2. Statutory authority under which this application is made: ORS 763. 040 (020/030/040)

Note: If a new grade crossing is proposed — ORS 763.020; if an existing grade or separated crossing is to be altered — 763.030; if a new separated crossing is proposed — ORS 763.040.

3. Location of the proposed project:

a. Railroad milepost 10.67

b. City --

c. Nearest railroad station Umatilla

d. County Umatilla

e. The proposed project is to be in the NE 1/4 of the NW 1/4 of Section 16, Township 5N, Range 28#, W. M.

4. a. Name of public highway involved in this project:

McNary Highway, Interstate 82

b. Name of public authority with jurisdiction over this highway:

Oregon Department of Transportation-Highway Division

5. Name of railroad involved in this project: Union Pacific Railroad Company, Umatilla Branch Spur

(include name of branch, main line or other track)

6. List the proper parties in interest in this matter and their address:

a. Union Pacific Railroad Company, P. O. Box 8979, Portland, OR 97208

b. Umatilla County, SE 4th and 5th, Pendleton, OR 97801

c.

d.

e.

f. Oregon Department of Transportation, Highway Division

Have you served each of these parties with a copy of this application? No (yes/no)

If yes, please provide certificate of such service. (We would prefer to serve the application ourselves.)

7. Describe the project in detail (including any street widening, curbing, guardrail, realignment, etc.):

The project consists of constructing two three-span prestressed beam structures (55.5'-70'-63') NB and (58.5'-70'-66') SB with concrete footings, columns and end walls. The roadway width of the northbound structure is 48'-0". The roadway width of the southbound structure varies.

8. a. Is the project contemplated required by the public safety, necessity, convenience and general welfare? Yes (yes/no)

b. If yes, why? The structures are necessary to safely and conveniently carry four lanes of I-82 traffic, a speed change lane and an acceleration lane over the UPRR tracks.

9. Is the crossing involved (to be) a separated crossing? Yes (yes/no)

SECTION II. Grade Crossing (If a separated crossing is involved in this application, answer 11a(2), 11b(1), 12a(1) and 12b(1), then go on to Section III.)

10. Is it possible or practical to construct a separated crossing at this location? ______________ (yes/no)

If no, why not? ____

____

11. Physical description of the crossing:

a. The Highway

(1) Alignment --Describe the highway alignment for 500 feet on each approach, both before and after the project:

____

____

____

____

(2) *Width--The highway is ________ feet wide at the crossing at present; after completion of the project, it will be ________ feet wide at the crossing; consisting (from ________ (N or E) to __________ (S or W)) of:

At present--			After completion--		
Shoulder** of	______	feet	Shoulder of	______	feet
______ lane(s) at	______	ft. ea.	______ lane(s) at	______	ft. ea.
Median of	______	feet	Median of	______	feet
______ lane(s) at	______	ft. ea.	______ lane(s) at	______	ft. ea.
Shoulder of	______	feet	Shoulder of	______	feet

---

* Measurement of highway width should be along a line perpendicular to the centerline of the highway, 15 feet from the centerline of track.

** If highway is curbed to crossing, "shoulder" is assumed to mean "parking area."

11.a. (continued)

(3) Surface--

	At present:	After completion:
Width between rails (measured perpendicular to the roadway centerline):	____	____
Type of surface of traveled way:		
on approaches	____	____
at crossing	____	____
Type of surface on shoulders;	____	____
Condition of surface:		
on approaches	____	____
at crossing	____	____
Is highway curbed on the approaches?	____	____
Is there one or more sidewalks at this crossing?	____	____

If either answer to the above question(s) is "Yes," please describe below, including width and location of each sidewalk:

____

____

(4) Gradient, going toward crossing on--

	At present:	After completion:
____ (N or E) approach	± ____%	± ____%
____ (S or W) approach	± ____%	± ____%

(5) Nearest public roadway intersection on each approach--

(a) ____ (N or E) approach: ____ft; ADT ____

(b) ____ (S or W) approach: ____ft; ADT ____

Name of road or highway:

(a) ____

(b) ____

Public authority with jurisdiction over road or highway:

(a) ____

(b) ____

(If different public authority than that with jurisdiction over road at crossing, please add name to list of parties in interest in this matter--see item 6 of this application form.)

Are traffic signals (to be) installed at either of these intersections?

(a) ____ (yes/no); (b) ____ (yes/no).

11.a. (Continued)

If yes to either, please explain below which intersection(s) is (are) (to be) signalized, and whether or not this signalization is (to be) interconnected with track circuitry on the railroad. If it is, are part-time turn restriction signs (to be) installed? (If there is to be interconnected circuitry, please include the interconnection and part-time turn restriction signs as items of protection proposed herein. If traffic signals at the adjacent intersection are to be installed in connection with this project, they should also be listed under item 14 herein and a signal operation matrix should accompany the application. The State Grade Crossing Protection Account can participate in funding only for costs of the actual interconnection of the traffic signals with the railroad signals and circuitry.)

(6) a. Describe how the crossing is now protected. (For example: 2 crossbucks, 2 stop signs, 2 advance warning signs.) Please indicate which of these devices will be removed upon completion of this project:

b. Are all the devices to remain up to current standards?

b. The Railroad

	At present:	After completion:
(1) Number of tracks--	1	1

Name of each track from N (N or E) to S (S or W):

Spur

(2) Angle of intersection-- ____° ____°

If more than one track-highway angle exists, please give details below, track by track:

(3) Alignment--Describe the railroad track(s) for 500 feet in each direction, both before and after the project:

11.b. (Continued)

(4) Nearest switch--

	At present:	After completion:
____ (N or E) of crossing:	____ ft.	____ ft.
____ (S or W) of crossing:	____ ft.	____ ft.

12. Use of the crossing:
a. The Highway

(1) Average daily traffic volume--

At present: 6,200 ; After completion 6,200 ;(1995 projected 12,600 ADT)

(2) Speed of vehicles (estimated 85th percentile speed)--

	At present:	Expected after completion
At SSD* from crossing on ____ (N or E) approach:	____ mph	____ mph
on ____ (S or W) approach:	____ mph	____ mph
At crossing:	____ mph	____ mph
Posted speed limit on approaches:	____ mph	____ mph
(3) Direction of traffic flow:	____ (N & S, etc.)	____

b. The Railroad

(1) Train movements--
(avg. per day)

	At present:	Expected after completion:
Freight trains:	____	____
Switching movements:	____	____
Passenger trains:	____	____

(2) Speed of trains--

Maximum allowable:	____ mph	____ mph
Typical:	____ mph	____ mph
Slowest Normal:	____ mph	____ mph

13. Visibility at the crossing from the standpoint of the approaching motor vehicle operator:

a. Of approaching trains--

(1) From a "stop" position (approx. 18 feet from edge of nearest rail) on the . . .	The motor vehicle operator can see along the railroad . . .
____ (N or E) approach:	____ ft. to right; ____ ft. to left
____ (S or W) approach:	____ ft. to right; ____ ft. to left

*Safe Stopping Distance (see table page 7).

13. a. (Continued)

(2) From a "safe stopping distance" (see table below) on the . . .

The motor vehicle operator can see along the railroad . . .

________ approach: ________ ft. to right; ________ ft. to left
(N or E)

________ approach: ________ ft. to right; ________ ft. to left
(S or W)

If these sight distances will be changed on completion of the project, please explain below:

NOTE: TABLE OF SAFE STOPPING DISTANCES ("SSD")

Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"
10 mph	44 ft.	30 mph	169 ft.	50 mph	360 ft.
15 mph	69 ft.	35 mph	210 ft.	55 mph	418 ft.
20 mph	98 ft.	40 mph	256 ft.	60 mph	481 ft.
25 mph	131 ft.	45 mph	306 ft.		

b. Of the proposed protective devices--

(1) Will vision of the protective devices to be installed at the crossing be obstructed on the main approach road within 1000 feet of the crossing?

________ If yes, please explain by what and at what point it will be obstructed:
(yes/no)

(2) If roadside-mounted protective devices (such as "STOP" signs or Standard No. 2 flashing light signals) are to be installed at the crossing, is the approaching driver's vision of these devices likely to be totally or partially obscured by parked vehicles? ________
(yes/no)

If yes, explain how you propose to overcome this problem. If no, why not?

14. List the number and types of protective devices to be installed at the crossing and on its approaches.

TYPES OF DEVICES (refer to rule OAR 860-42-060)

Standard No. 1M, multiple track sign
Standard No. 1P, reflectorized crossbuck for pedestrian crossings only
Standard No. 1R, reflectorized crossbuck
Standard No. 1S, vehicle stop sign (to stop vehicles)
Standard No. 1T, railroad stop sign (to stop trains)
Standard No. 2, flashing light signal
Standard No. 2B, cantilevered flashing light signal
Standard No. 2P, flashing light signal for pedestrian crossings only
* Standard No. 4, automatic gate signal
Activated advance warning sign with message "PREPARE TO STOP WHEN LIGHTS FLASH."
Standard stop clearance lines
Standard "EXEMPT" sign
Standard advance "EXEMPT" sign
** Standard part-time turn restriction sign
Standard "DO NOT STOP ON TRACKS" sign
Standard advance warning sign
Standard "STOP AHEAD" sign
Standard advance warning pavement markings
Standard highway guardrail (urban or rural)
Non-mountable curb
Traffic signals at crossing
** Traffic signals at adjacent intersection

---

* To be used in conjunction with Standard No. 2 or No. 2B signals. Please indicate which it will be.
** Please furnish description of traffic signal operation, including a signal operation matrix upon train preemption.

a. Protection type: ____________________

Number of such devices: ________; To be located as follows: ____________________

____

____

(1) Who will perform the installation: ____________________

(2) Estimated cost of installation: $____________________***

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ____________________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

*** Include cost of furnishing the protective devices(s).

14. (Continued)

b. Protection type: ____________________

Number of such devices ________; To be located as follows: ____________________

(1) Who will perform the installation? ____________________

(2) Estimated cost of installation: $____________________

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ____________________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

c. Protection type: ____________________

Number of such devices: ________; To be located as follows: ____________________

(1) Who will perform the installation? ____________________

(2) Estimated cost of installation: $____________________

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ____________________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

NOTE: Add 14d, e, etc., on separate sheet, if needed.

If Commissioner's Standard No. 2, 2B or 4 signals are to be installed, describe how motorist will be protected from striking these signals. RURAL TYPE GUARDRAIL, MODIFIED R[illegible], TYPE GUARDRAIL (describe modification), URBAN TYPE GUARDRAIL OR NON-MOUNTABLE CURBING.

15. Protection at signal: ______________________________

Number of such devices: __________; To be located as follows: ______________________________

____

____

(1) Who will perform the installation? ______________________________

(2) Estimated cost of installation: $______________________________

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ______________________________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

16. Who will construct the crossing?

a. Between the rails and for a distance of two feet outside thereof:

____

Estimated cost of this portion: $______________________________

Note: These costs include rail renewal, compromise joints, ballasting, ties, tie plates, angle bars, crossing materials and installation of all these items.

b. Remainder of crossing area: ______________________________

17. Who will pay for such construction and in what proportion?

a. Between the rails and for a distance of two feet outside thereof:

____

b. Remainder of crossing area: ______________________________

18. Who will maintain the crossing?

a. Between the rails and for a distance of two feet outside thereof:

____

b. Remainder of crossing area: ______________________________

19. Who will pay for said maintenance?

a. Between the rails and for a distance of two feet outside thereof:

____

b. Remainder of crossing area: ______________________________

20. If automatic protective devices are (to be) installed at the crossing, please answer the following:

a. What type of device will be used to activate them?

(Each track of the crossing should be covered in the answer. Example: Main track--constant warning time device (predictors); Siding track—motion sensing type equipment; Spur tracks--island circuits.)

____

____

____

b. If automatic gates are to be installed, are there any overhead wires or other obstacles which might impair the operation of the gate arms?

________ (yes/no) If so, describe the obstacles, identify the owner and make the owner a party in interest in this matter.

____

____

____

SECTION III. Separated Cross

21. At the crossing, the highway will be above (above/below) the railroad tracks.

If the highway is to be below the railroad, will the abutments be protected by impact attenuators? ______ (yes/no)

If no, please give reasons why attenuators are not necessary:

22. Who will construct the structure?
Oregon Department of Transportation-Highway Division

23. Who will pay for such construction?

Name of Party	Percent of Cost
Oregon Department of Transportation-Highway Div.	100

24. Who will maintain the structure?

a. Up to the bottom of the beams except for the beam-bearing assemblies:
Oregon Department of Transportation-Highway Division

b. All highway appurtenances: Oregon Department of Transportation-Highway Division

c. Above the bottom of the beams plus the beam-bearing assemblies:
Oregon Department of Transportation-Highway Division

d. Railroad tracks, railroad drainage and all railroad facilities:
Union Pacific Railroad Company

25. Who will pay for said maintenance?

a. Up to the bottom of the beams except for the beam-bearing assemblies:
Oregon Department of Transportation-Highway Division

b. All highway appurtenances: Oregon Department of Transportation-Highway Division

c. Above the bottom of the beams plus the beam-bearing assemblies:
Oregon Department of Transportation-Highway Division

d. Railroad tracks, railroad drainage and all railroad facilities:
Union Pacific Railroad Company

26. Who will pay for damage to the structure caused by motor vehicle traffic on the highway?
Oregon Department of Transportation-Highway Division

27. Is a temporary impairment of standard clearance on the railroad necessary during the construction period? Yes
(yes/no)

If so, describe (and attach complete drawing): as shown on Drawing No. 35883.

28. Is a temporary crossing at grade necessary during the construction period? ________
(yes/no)

If so, answer questions in Section II and attach a complete drawing. The exact railroad milepost location of the temporary grade crossing is: ____________.

How long is it contemplated that this temporary crossing will be necessary?
(Furnish specific dates if possible.)

SECTION IV. — PERMANENT CROSSING CLOSURE

(If an existing crossing is to be closed in connection with the construction of a new crossing, a crossing alteration and/or signalization project, or a separation project, please so indicate in item 41 of this form. If all parties in interest are expected to agree to such a closure proposal and if the closure proposal is not expected to be a matter at issue in a public hearing before the Commissioner, an answer to item 30 below is not required, but answers to the remaining items in this section are requested. If it is anticipated that the proposed closure will be a matter at issue in this proceeding, please provide a response to all items in this section.)

29. Name and location of crossing to be closed (If different from crossing described in items 3, 4 and 5 of this application):

(Please furnish railroad milepost, city or nearest railroad station, county, name of public highway, name of public authority with jurisdiction, and name of railroad company, branch, or other track.)

30. Describe in detail the two most likely alternate routes available to serve the same function served by the crossing to be closed:

Route A:

Route B:

31. How much circuity is involved in the use of each of these two alternate routes as measured from the midpoint of the area served by the existing crossing to major destination points or junction points with the route presently used?

Example: Route A — 1500' additional to reach points SE of existing crossing; -0- feet to reach points NE of existing crossing; 2800' additional to reach points directly E of existing crossing.

Route A:

Route B:

32. Do either of these alternate routes involve use of another railroad-highway crossing? If so, which other crossing, how is it protected, and approximately how much traffic will be added to it if the crossing closure is granted?

Route A:

Route B:

33. Will emergency services to or from the area served by the crossing to be closed be adversely affected?

______
(yes/no)

If yes, please include the appropriate Fire Department or Fire District and the appropriate local police agency as parties in interest in this matter under item 6 herein, and explain how much the effect will be and whether or not other steps can be taken to overcome this adverse effect:

34. What protective devices are currently installed at the crossing to be closed?

35. Will a pedestrian and/or bicycle crossing be maintained at the site of the crossing to be closed?

______
(yes/no)

36. Describe how the crossing will be closed. (Barricades, roadway surface removal, roadway relocation, appropriate signing, etc.) ______

37. Who will close the crossing? ______

38. Who will bear the expense of closing the crossing? ______

39. Who will maintain the barricades, if any, at the closed crossing?

40. Who will pay for said maintenance? ______

SECTION V. -- (To be completed by all.)

41. Upon completion of this project, will it be possible to close any existing grade crossing(s) in the area? No (yes/no)

If yes, list and explain:

If no, explain why not: Local traffic will continue to use a grade crossing.

42. Other items of construction and cost distribution:

None

* * *

43. Are the maps and drawings required by the Commissioner's Rules and Regulations attached to this application? Yes (yes/no)

PLEASE FURNISH SUFFICIENT COPIES OF THE APPLICATION AND DRAWINGS TO ENABLE US TO SERVE ALL PARTIES IN INTEREST (INCLUDING STATE HIGHWAY DIVISION, COUNTY, AND REGIONAL COUNCIL OF GOVERNMENTS) PLUS AN ORIGINAL AND TWO COPIES FOR OUR USE.

The following enumerated page(s) have been omitted from this application because no response to the questions and/or information requested is required in this matter: 4, 5, 8, 9, 10, 11, 12, 15 and 16.

Applicant prays for an order permitting construction in accordance with this application, or for such other and further order as may be proper in the premises.

Dated at Salem, Oregon this 21 day of August, 1981.

(Applicant)

(Attorney)

I, H. D. COULTER, being first duly sworn, say I am the applicant in the within tled cause, and that the foregoing appli ion is true, as I verily believe.

H D Coulter

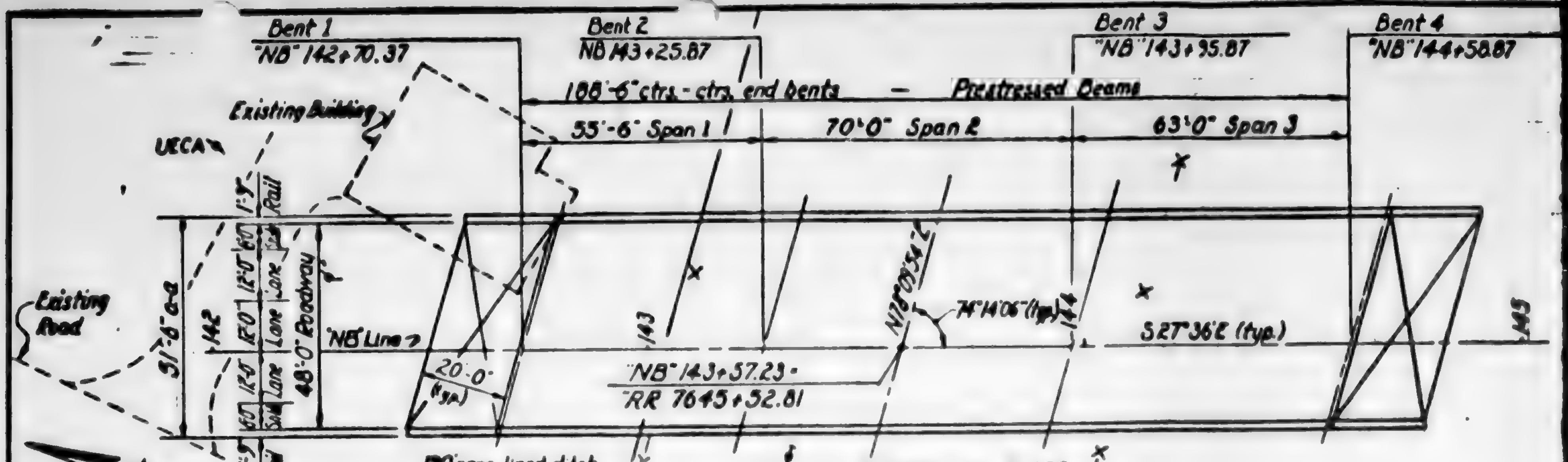
STATE OF OREGON)
) ss.
County of)

Subscribed and sworn to before me this 21st day of August, 1981.

James L.
(Notary Public for Oregon)

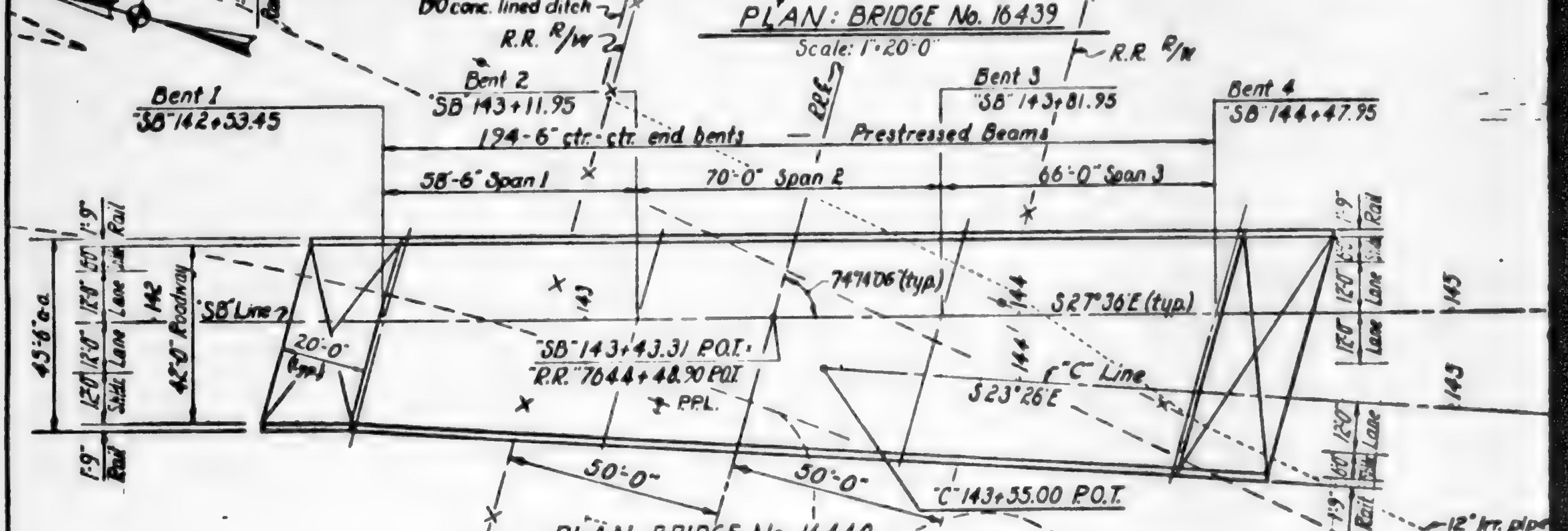
My Commission Expires: 12-18-81

PUC Form 202 (30) 1-80
Signature Page


Bent 1
"NB" 142+70.37
Bent 2
NB 143+25.87
Bent 3
"NB" 143+95.87
Bent 4
"NB" 144+58.87
188'-6" ctrs.-ctrs. end bents — Prestressed Beams
55'-6" Span 1
70'-0" Span 2
63'-0" Span 3
Existing Building
UECA
Existing Road
51'-6" o-o
1'-9"
Rail
6'-0"
Sidewalk
12'-0"
Lane
142
48'-0" Roadway
"NB" Line
20'-0" (typ.)
143
144
145
N18°09'54"E
74°14'06" (typ.)
S27°36'E (typ.)
"NB" 143+57.23 =
"RR" 7645+32.81

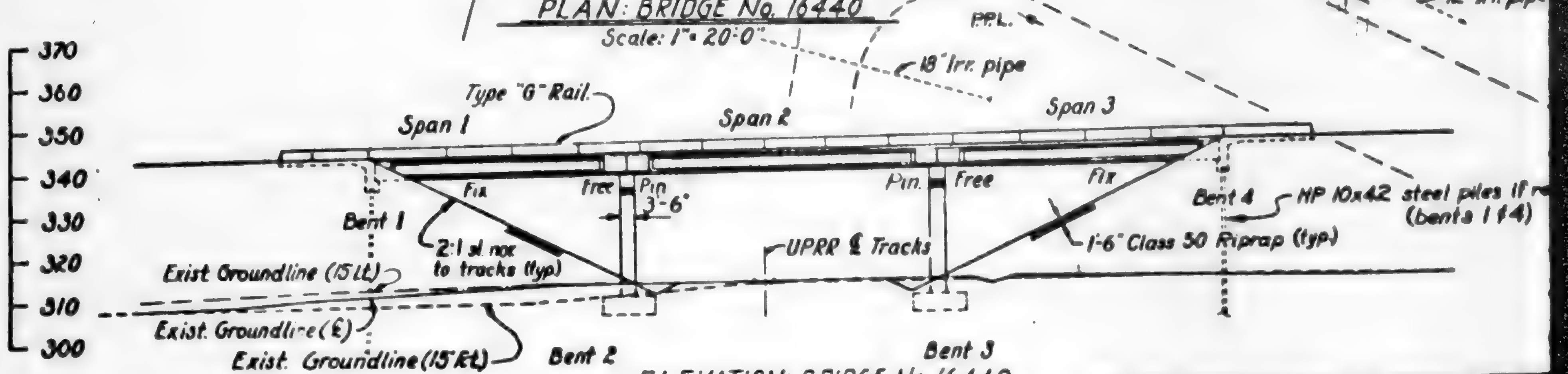
PLAN: BRIDGE No. 16439

Scale: 1"=20'-0"


10'0" conc. lined ditch
R.R. R/W
R.R. R/W
Bent 1
"SB" 142+53.45
Bent 2
"SB" 143+11.95
Bent 3
"SB" 143+81.95
Bent 4
"SB" 144+47.95
194'-6" ctr.-ctr. end bents — Prestressed Beams
58'-6" Span 1
70'-0" Span 2
66'-0" Span 3
R.R.℄
45'-6" o-o
1'-9"
Rail
6'-0"
Side
12'-0"
Lane
142
48'-0" Roadway
"SB" Line
20'-0" (typ.)
143
144
145
74°14'06" (typ.)
S27°36'E (typ.)
"SB" 143+43.31 P.O.T. =
"R.R." 7644+48.90 P.O.T.
PPL.
"C" Line
S23°26'E
50'-0"
50'-0"
"C" 143+55.00 P.O.T.
12" Irr. pipe

PLAN: BRIDGE No. 16440

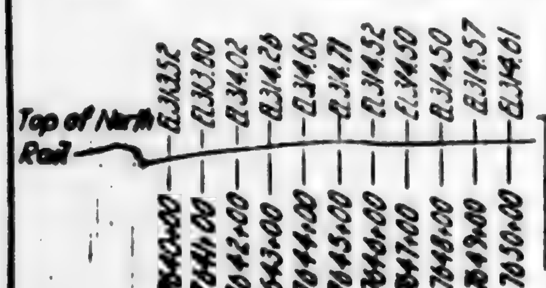
Scale: 1"=20'-0"


PPL.
18" Irr. pipe
370
360
350
340
330
320
310
300
Type "G" Rail
Span 1
Span 2
Span 3
Fix
Free
Pin
3'-6"
Pin.
Free
Fix
Bent 1
Bent 2
Bent 3
Bent 4
HP 10x42 steel piles if r... (bents 1 & 4)
2:1 sl. not to tracks (typ)
UPRR ℄ Tracks
1'-6" Class 50 Riprap (typ.)
Exist. Groundline (15' Lt.)
Exist. Groundline (℄)
Exist. Groundline (15' Rt.)

ELEVATION: BRIDGE No. 16440

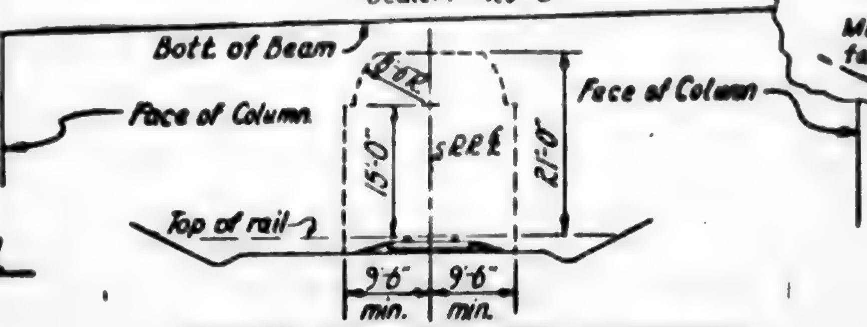
BRIDGE No. 16439 SIMILAR

Scale: 1"=20'-0"


Top of North Rail
El. 313.52
El. 313.80
El. 314.02
El. 314.26
El. 314.66
El. 314.71
El. 314.52
El. 314.50
El. 314.50
El. 314.57
El. 314.01
7640+00
7641+00
7642+00
7643+00
7644+00
7645+00
7646+00
7647+00
7648+00
7649+00
7650+00

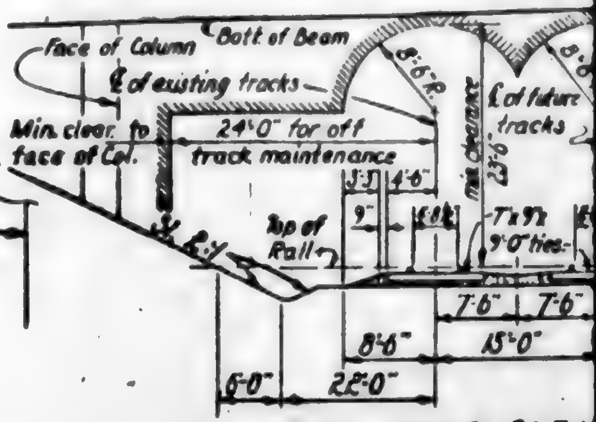
RR GRADE LINE DIAGRAM

No Scale


Bott. of Beam
Face of Column
Face of Column
8'-6" R.
s R.R. ℄
15'-0"
21'-0"
Top of rail
9'-6" min.
9'-6" min.

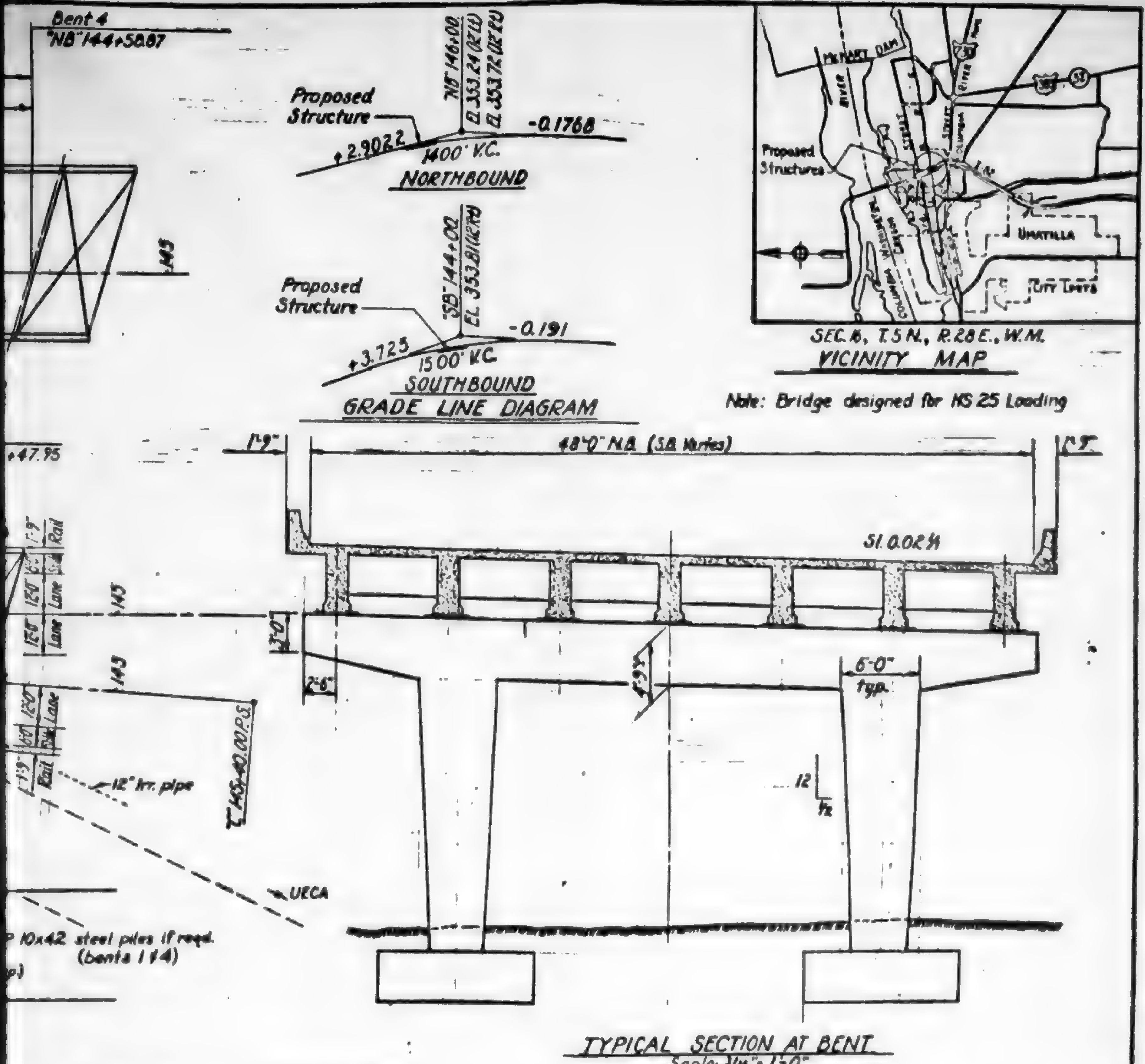
RAILROAD CONSTRUCTION CLEARANCES

Scale 1"=10'-0"


Face of Column
Bott. of Beam
℄ of existing tracks
8'-6" R.
Min. clear. to face of Col.
24'-0" for off track maintenance
min. clearance 23'-6"
℄ of future tracks
3'-3"
4'-6"
9"
Top of Rail
7"x9" x 9'-0" ties
R.Y.
7'-6"
7'-6"
8'-6"
15'-0"
6'-0"
22'-0"

RAIL ROAD CLEA

Scale 1


Bent 4
"NB" 144+50.87
Proposed Structure
"NB" 146+00
El. 353.24 (LT Rt)
El. 353.72 (LT Rt)
+2.9022
-0.1768
1400' V.C.
NORTHBOUND
Proposed Structure
"SB" 144+00
El. 353.81 (LT Rt)
+3.725
-0.191
1500' V.C.
SOUTHBOUND
1.45
+47.95
1'-9"
48'-0" N.B. (S.B. Varies)
1'-9"
Rail
Lane
Sl. 0.02 ft/ft
3'-0"
2'-6"
6'-0" typ.
12
1/2
12" Irr. pipe
"L" HS-40.00 P.S.
UECA
HP 10x42 steel piles if reqd. (bents 1 & 4)
McNARY DAM
RIVER
STREET
Proposed Structures
UMATILLA
CITY LIMITS
COLUMBIA
730
395

GRADE LINE DIAGRAM

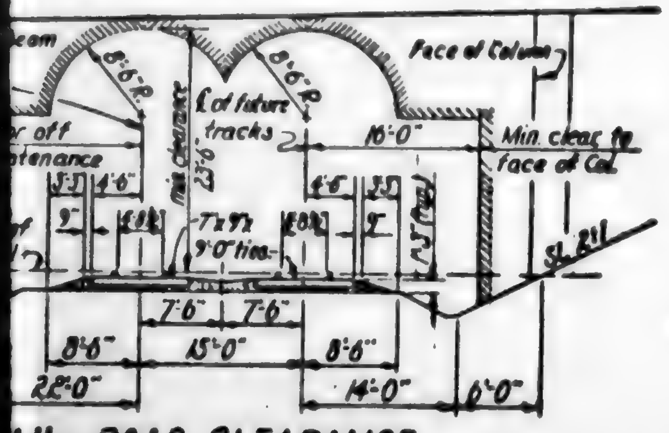
SEC. 16, T. 5 N., R. 28 E., W.M.

VICINITY MAP

Note: Bridge designed for HS 25 Loading

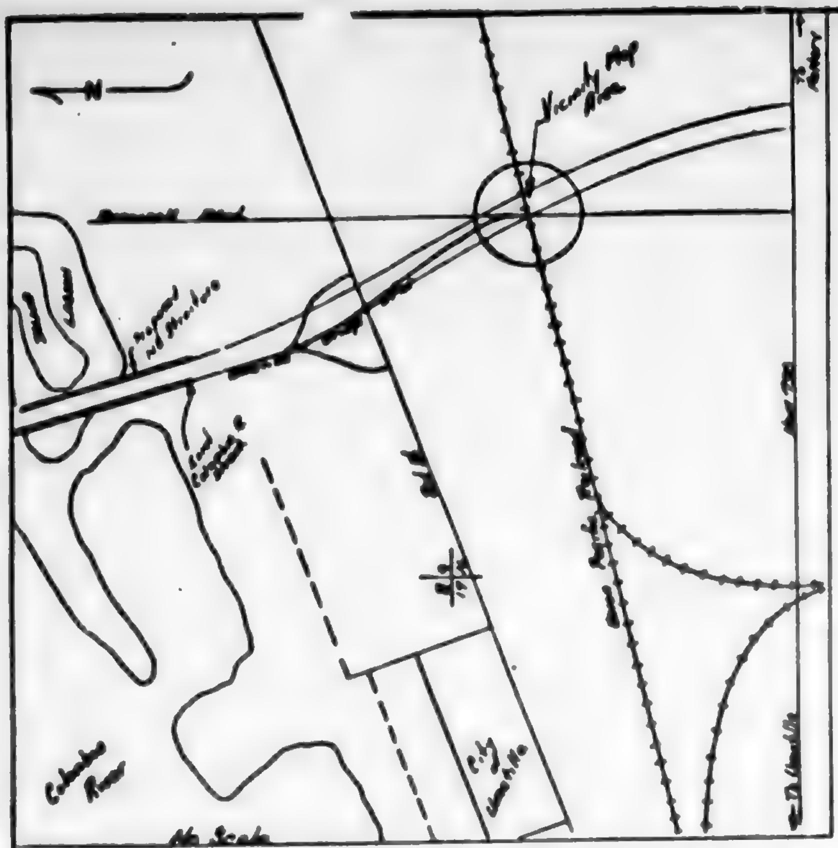
TYPICAL SECTION AT BENT
Scale: 1/16" = 1'-0"

NE ¼ of NW ¼ of SEC. 16, T. 5N., R. 28E., W.M.

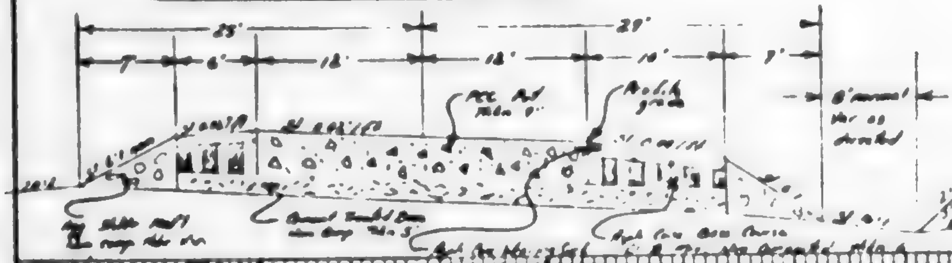

eam
8'-6" R.
8'-6" R.
min. clearance
23'-6"
℄ of future tracks
Face of Column
r off
atenance
10'-0"
Min. clear to face of Col.
5'-3"
4'-6"
4'-6"
5'-3"
9"
9"
5'-0"
5'-0"
7"x9½" 9'-0" ties
1.5' (min)
Sl. 2:1
7'-6"
7'-6"
8'-6"
15'-0"
8'-6"
22'-0"
14'-0"
6'-0"

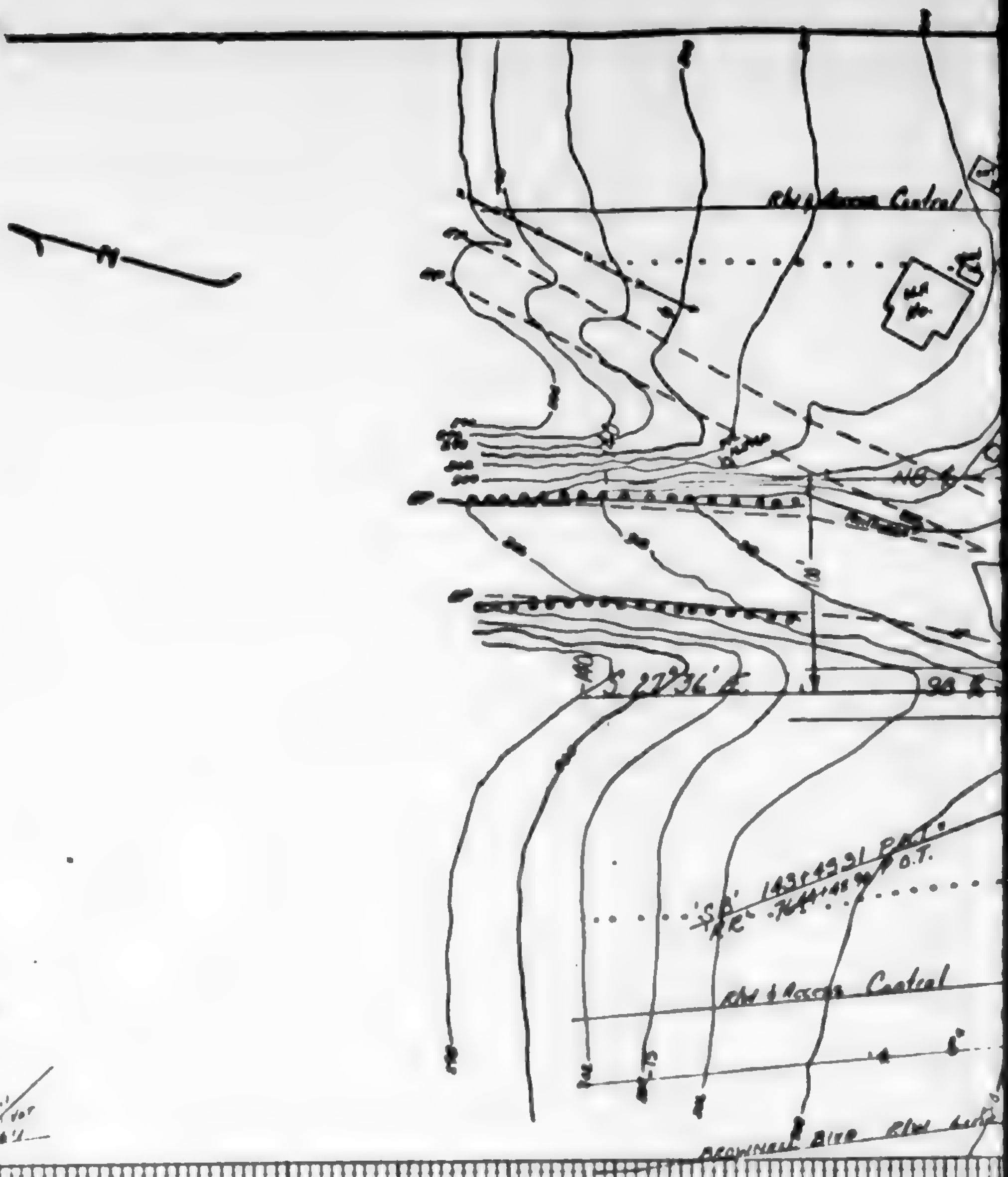
AIL ROAD CLEARANCE
Scale 1" = 10'-0"

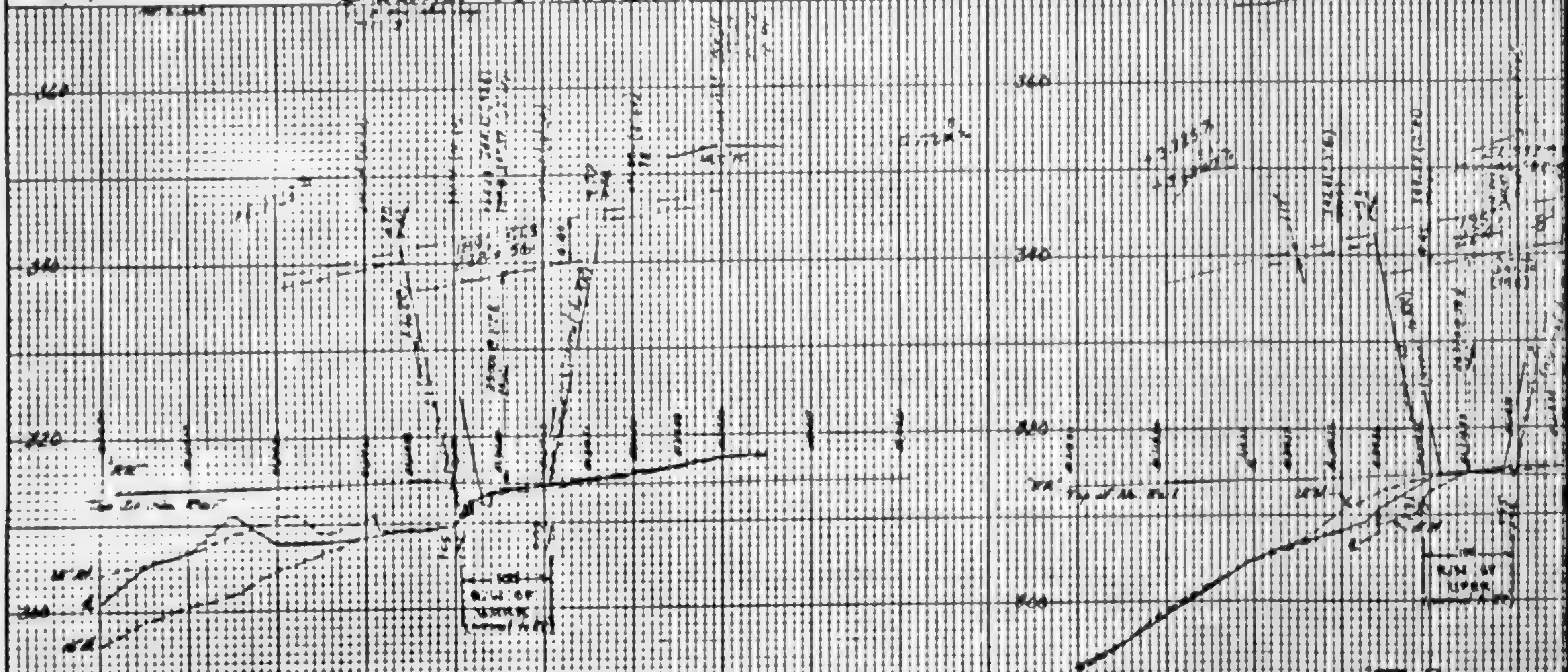
APPROVED ______ P.E. STRUCTURAL DESIGN ENGINEER ______ P.E. TECHNICAL SERVICES ENGINEER	OREGON DEPARTMENT OF TRANSPORTATION STRUCTURAL DESIGN SECTION
DESIGNED R. Evanuk DRAWN T. Hernandez CHECKED REVIEWED REVIEWED CALC. BOOK	I-82 O'XING U.P.R.R. (NB & SB) COLUMBIA R. ~ UMATILLA R., UNIT I SEC. McNARY HIGHWAY (I-82) UMATILLA COUNTY PLAN AND ELEVATION (PUC)
DATE / REVISION	ACCOMPANIED BY DWGS.
	DATE April 1981 SHEET 1 OF 1 BRIDGE NO. 16439 & 16440 DRAWING NO. 35883

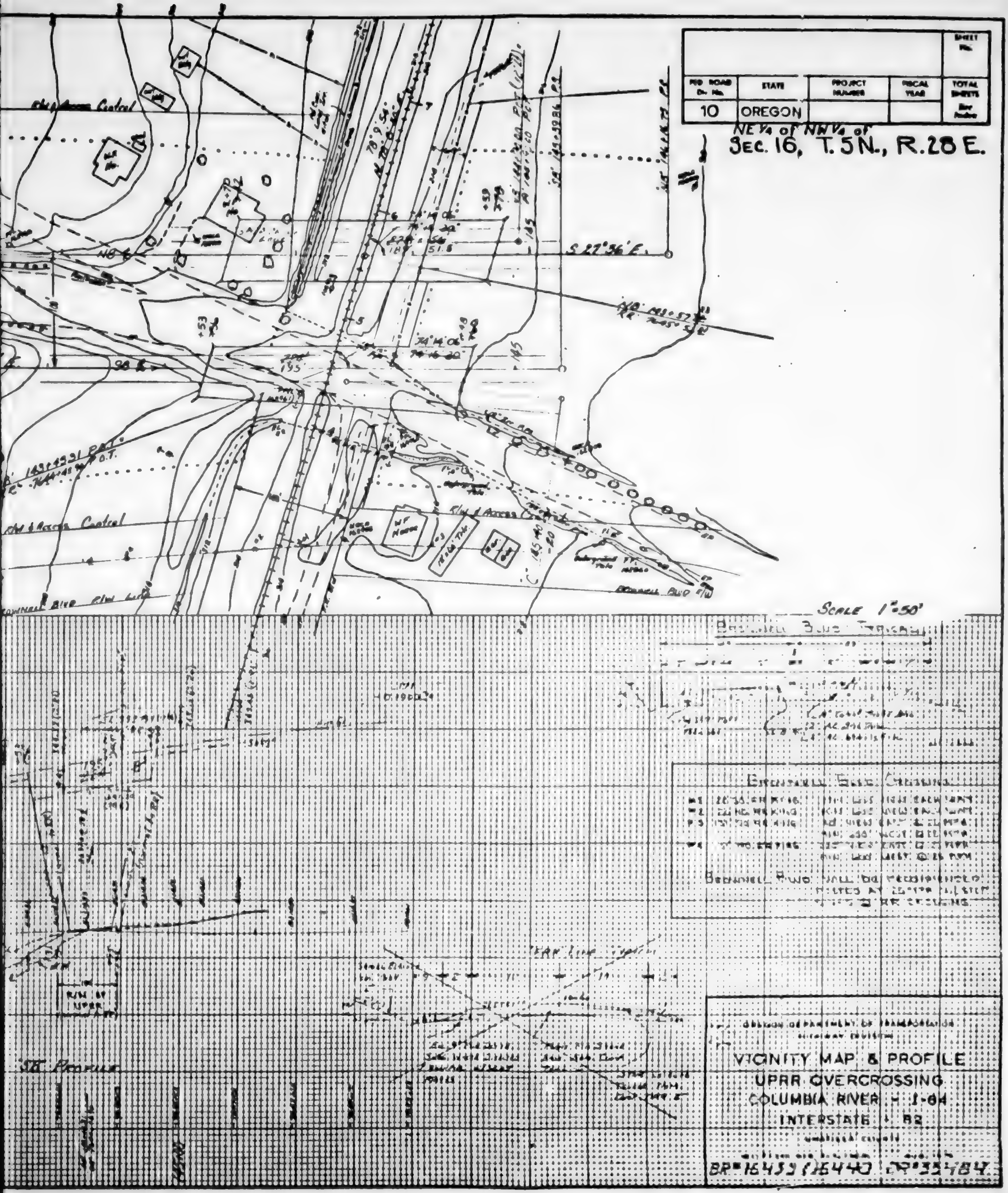

N
Vicinity Map Area
Columbia River
No Scale

I-82 TYPICAL SECTION


25'
29'
7'
6'
12'
12'
10'
7'


N
R/W & Access Control
NB
S 27°36' E
SB 143+49.31 P.O.T.
R/W & Access Control
BROWNELL BLVD R/W





FED. ROAD DIV. NO.
STATE
PROJECT NUMBER
FISCAL YEAR
SHEET NO.
TOTAL SHEETS
10
OREGON
NE¼ of NW¼ of
SEC. 16, T. 5 N., R. 28 E.
R/W & Access Control
S 27°56' E.
Brownell Blvd R/W Line
Brownell Blvd
SCALE 1"=50'
Brownell Blvd Crossing
Brownell Blvd
R/W of UPRR
S.E. Profile

VICINITY MAP & PROFILE
UPRR OVERCROSSING
COLUMBIA RIVER H I-84
INTERSTATE 82

BR#16433 (16440) DR#33484

PUC Docket No. SXF ______
PUC Crossing No. 20-10.67-C
DOT-AAR Crossing No. ______

BEFORE THE PUBLIC UTILITY COMMISSIONER
OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project.

Formal Title:

In the Matter of the Application of Department of Transportation, Highway Division (name of applicant)

for the authority, pursuant to ORS 763. 030 (020/030/040), to

relocate and change protection at (construct/alter/change protection at/relocate/close) a grade (grade/separated) crossing

of Brownell Blvd. (Columbia River Highway Spur) (name of street or highway)

and Union Pacific Railroad (name of railroad company)

Umatilla Branch (McNary Dam Lead) (name of railroad main or branch line or other trackage)

in (in/near) Umatilla (name of city/town/rail station), Umatilla (name of county) County,

Oregon.

Check one of the following:

Allocation of funds from one of the following sources is requested or expected --

☐ State grade crossing protection account (ORS 763.270, .280, .290).
Estimate of dollar cost to fund: $ ______

☒ Federal-Aid Highway System funds.*
interstate funds

☐ Other Federal Funds.*
______

☐ None of above.

*If Federal funding assistance is expected, please give appropriate federal statutory provision.

PUC Form 202 (30) 1-80

Title Page

BEFORE THE PUBLIC UTILITY COMMISSIONER
OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project

Check one of the following and answer all of Section 1, plus all other parts of the application indicated beside that item.

(1) ____ Construction of a new public highway/bikeway over an existing railroad at grade. Answer: Sec. I, II, V, as appropriate.

(2) ____ Construction of a new railroad track or tracks over an existing public highway at grade. Answer: Sec. I, II, V, as appropriate.

(3) ____ Construction of a new public highway over or under an existing railroad. Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(4) ____ Construction of a new railroad track or tracks over or under an existing public highway. Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(5) X Alteration/relocation of an existing public highway at an existing grade crossing. Answer: Sec. I, II, V.

(6) ____ Alteration or relocation of existing railroad trackage at an existing grade crossing. Answer: Sec. I, II, V.

(7) ____ Separation of an existing grade crossing. Answer: Sec. I, III, V and #12 (a)(1) and (b)(1).

(8) ____ Alteration of an existing separated crossing. Answer: Sec. I, III and V.

(9) ____ Removal of a track or tracks from an existing grade crossing. (If this is all that is involved, no application is required. Please notify us in writing.)

(10) ____ Addition of a track or tracks at an existing grade crossing. (See (6) above and answer as indicated.)

(11) X Addition of protective devices at an existing crossing.

(12) ____ Addition or removal of stop sign protection at an existing crossing. (Simplified form 204 (31) 10-77 may be used if this is all that is involved. Otherwise, answer as indicated under (5) above.)

(13) ____ Closure of an existing grade crossing. Answer: Sec. I, IV and the applicable portions of #'s 11, 12 and 13.

(14) ____ Other (please specify) ______________________________

Note: TO SAVE PAPER WHEN COMPLETING THIS FORM, IF IT IS FOUND THAT NO RESPONSES ARE REQUIRED ON ANY PARTICULAR PAGE(S), PLEASE OMIT SUCH PAGE(S) FROM YOUR APPLICATION. ALL SUCH OMISSIONS MUST BE SPECIFIED ON THE SIGNATURE PAGE.

NOTE TO APPLICANT: If assistance in completing this form is desired, please call 378-6659. On a question involving railroad data, the railroad involved can usually provide assistance as well:

Burlington Northern, Engineering Dept.	241-6312	(Portland)
Southern Pacific, Division Engineer	228-8181	(Portland)
Union Pacific, Public Projects Engineer	249-2591	(Portland)
or--	(208)-232-4450	(Pocatello, Idaho)

(Pocatello should be called for Union Pacific lines east of Huntington, including the line to Burns.)

SECTION I. (To be filled out completely by all applicants.)

1. Name of Applicant: Department of Transportation, Highway Division

Address: DOT Building, Salem, OR 97310

Name of Applicant's Contact Person and Telephone No. Roger D. Trygstad, 378-6511

2. Statutory authority under which this application is made: ORS 763. 030
020/030/040

Note: If a new grade crossing is proposed — ORS 763.020; if an existing grade or separated crossing is to be altered — 763.030; if a new separated crossing is proposed — ORS 763.040.

3. Location of the proposed project:

a. Railroad milepost 10.67

b. City Umatilla

c. Nearest railroad station Umatilla

d. County Umatilla

e. The proposed project is to be in the NW 1/4 of the NW 1/4 of Section 16, Township 5N, Range 28E, W. M.

4. a. Name of public highway involved in this project:
Brownell Blvd. (Columbia River Highway Spur)

b. Name of public authority with jurisdiction over this highway:
DOT, Highway Division

5. Name of railroad involved in this project: Union Pacific Railroad, Umatilla Branch (McNary Dam Lead)
(include name of branch, main line or other track)

6. List the proper parties in interest in this matter and their address:

a. City of Umatilla, City Hall, Umatilla, OR 97882

b. Umatilla County, PO Box 1427, Pendleton, OR 97801

c.

d.

e.

f. Oregon Department of Transportation, Highway Division

Have you served each of these parties with a copy of this application? No
(yes/no)

If yes, please provide certificate of such service. (We would prefer to serve the application ourselves.)

7. Describe the project in detail (including any street widening, curbing, guardrail, realignment, etc.):

During the construction of this portion of I-82, Brownell Blvd. will be relocated and signalized. The relocated Brownell Blvd. will serve as a detour for present traffic. After completion of this portion of I-82, Brownell Blvd. will serve as a frontage or local access road and will be maintained by the City and County.

8. a. Is the project contemplated required by the public safety, necessity, convenience and general welfare? yes (yes/no)

b. If yes, why? It will allow the construction of an Interstate freeway.

9. Is the crossing involved (to be) a separated crossing? no (yes/no)

SECTION II. Grade Crossings (If a separated crossing is involved in this application, answer 11a(2), 11b(1), 12a(1) and 12b(1), then go on to Section III.)

10. Is it possible or practical to construct a separated crossing at this location? no (yes/no)

If no, why not? Not economically justifiable

11. Physical description of the crossing:

a. The Highway

(1) Alignment --Describe the highway alignment for 500 feet on each approach, both before and after the project:

Before: Tangent 500 ft. on each approach

After: (S to N) 12^o curve 400' from crossing

2^o curve at crossing and a 12^o curve 500 ft. from crossing

(2) *Width--The highway is 32 feet wide at the crossing at present; after completion of the project, it will be 32 feet wide at the crossing; consisting (from E (N or E) to W (S or W)) of:

At present--			After completion--		
Shoulder** of	4	feet	Shoulder of	4	feet
1 lane(s) at	12	ft. ea.	1 lane(s) at	12	ft. ea.
Median of	0	feet	Median of	0	feet
1 lane(s) at	12	ft. ea.	1 lane(s) at	12	ft. ea.
Shoulder of	4	feet	Shoulder of	4	feet

---

* Measurement of highway width should be along a line perpendicular to the centerline of the highway, 15 feet from the centerline of track.

** If highway is curbed to crossing, "shoulder" is assumed to mean "parking area."

11.a. (continued)

(3) Surface--

	At present:	After completion:
Width between rails (measured perpendicular to the roadway centerline):		
Type of surface of traveled way:		
on approaches	asphalt	asphalt
at crossing	asphalt	asphalt
Type of surface on shoulders;	asphalt	asphalt
Condition of surface:		
on approaches	fair	new
at crossing	fair	new
Is highway curbed on the approaches?	no	no
Is there one or more sidewalks at this crossing?	no	no

If either answer to the above question(s) is "Yes," please describe below, including width and location of each sidewalk:

N/A

(4) Gradient, going toward crossing on--

	At present:	After completion:
N (N or E) approach	± +5 %	± +5.09 %
S (S or W) approach	± -3 %	± -3.17 %

(5) Nearest public roadway intersection on each approach--

(a) N (N or E) approach: 800 ft; ADT ________

(b) S (S or W) approach: 400 ft; ADT ________

Name of road or highway:

(a) Cherry Street

(b) 3rd Street

Public authority with jurisdiction over road or highway:

(a) City of Umatilla

(b) City of Umatilla

(If different public authority than that with jurisdiction over road at crossing, please add name to list of parties in interest in this matter--see item 6 of this application form.)

Are traffic signals (to be) installed at either of these intersections?

(a) no (yes/no); (b) no (yes/no).

11.a. (Continued)

If yes to either, please explain below which intersection(s) is (are) (to be) signalized, and whether or not this signalization is (to be) interconnected with track circuitry on the railroad. If it is, are part-time turn restriction signs (to be) installed? (If there is to be interconnected circuitry, please include the interconnection and part-time turn restriction signs as items of protection proposed herein. If traffic signals at the adjacent intersection are to be installed in connection with this project, they should also be listed under item 14 herein and a signal operation matrix should accompany the application. The State Grade Crossing Protection Account can participate in funding only for costs of the actual interconnection of the traffic signals with the railroad signals and circuitry.)

N/A

(6) a. Describe how the crossing is now protected. (For example: 2 crossbucks, 2 stop signs, 2 advance warning signs.) Please indicate which of these devices will be removed upon completion of this project:

2 crossbucks and 2 advance warning signs

b. Are all the devices to remain up to current standards? yes

		At present:	After completion:
b.	The Railroad		
(1)	Number of tracks--	1	1

Name of each track from ________ (N or E) to ________ (S or W):

(2)	Angle of intersection--	100 o	107 o

If more than one track-highway angle exists, please give details below, track by track:

N/A

(3) Alignment--Describe the railroad track(s) for 500 feet in each direction, both before and after the project:

The track is tangent both before and after the project

11.b. (Continued)

(4) Nearest switch--

	At present:	er completion:
E (N or E) of crossing:	1200 ft.	1040 ft.
W (S or W) of crossing:	2800 ft.	2960 ft.

12. Use of the crossing:

a. The Highway

(1) Average daily traffic volume--

At present: 6200; After completion 6200;

(2) Speed of vehicles (estimated 85th percentile speed)--

	At present:	Expected after completion
At SSD* from crossing on N (N or E) approach:	40 mph	25 mph
on S (S or W) approach:	40 mph	25 mph
At crossing:	40 mph	25 mph
Posted speed limit on approaches:	40 mph	25 mph
(3) Direction of traffic flow:	N & S (N & S, etc.)	N & S

b. The Railroad

(1) Train movements-- (avg. per day)

	At present:	Expected after completion:
Freight trains:	X	X
Switching movements:	2	2
Passenger trains:	X	X

(2) Speed of trains--

Maximum allowable:	X mph	X mph
Typical:	6 mph	6 mph
Slowest Normal:	X mph	X mph

13. Visibility at the crossing from the standpoint of the approaching motor vehicle operator:

a. Of approaching trains--

(1) From a "stop" position (approx. 18 feet from edge of nearest rail) on the . . .

	The motor vehicle operator can see along the railroad . . .	
N (N or E) approach:	1000 ft. to right;	3500 ft. to left
S (S or W) approach:	3500 ft. to right;	1000 ft. to left

*Safe Stopping Distance (see table page 7).

13. a. (Continued)

(2) From a "safe stopping distance" (see table below) on the . . .

The motor vehicle operator can see along the railroad . . .

N (N or E) approach: 1000 ft. to right; 1000 ft. to left

S (S or W) approach: 1000 ft. to right; 750 ft. to left

If these sight distances will be changed on completion of the project, please explain below:

N approach 325 ft. to right; 195 ft. to left

S approach 165 ft. to right; 720 ft. to left

NOTE: TABLE OF SAFE STOPPING DISTANCES ("SSD")

Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"
10 mph	44 ft.	30 mph	169 ft.	50 mph	360 ft.
15 mph	69 ft.	35 mph	210 ft.	55 mph	418 ft.
20 mph	98 ft.	40 mph	256 ft.	60 mph	481 ft.
[✓ 25 mph]	[✓ 131 ft.]	45 mph	306 ft.		

b. Of the proposed protective devices--

(1) Will vision of the protective devices to be installed at the crossing be obstructed on the main approach road within 1000 feet of the crossing?

yes (yes/no) If yes, please explain by what and at what point it will be obstructed:

Southerly approach will be restricted to 600 ft.

Northerly approach will be restricted to 800 ft. due to curves in highway

(2) If roadside-mounted protective devices (such as "STOP" signs or Standard No. 2 flashing light signals) are to be installed at the crossing, is the approaching driver's vision of these devices likely to be totally or partially obscured by parked vehicles? no (yes/no)

If yes, explain how you propose to overcome this problem. If no, why not?

Parking restricted on approaches to crossing

14. List the number and types of protective devices to be installed at the crossing and on its approaches.

TYPES OF DEVICES (refer to OAR 860-42-060)

Standard No. 1M, multiple track sign
Standard No. 1P, reflectorized crossbuck for pedestrian crossings only
Standard No. 1R, reflectorized crossbuck
Standard No. 1S, vehicle stop sign (to stop vehicles)
Standard No. 1T, railroad stop sign (to stop trains)
Standard No. 2, flashing light signal
Standard No. 2B, cantilevered flashing light signal
Standard No. 2P, flashing light signal for pedestrian crossings only
* Standard No. 4, automatic gate signal
Activated advance warning sign with message "PREPARE TO STOP WHEN LIGHTS FLASH."
Standard stop clearance lines
Standard "EXEMPT" sign
Standard advance "EXEMPT" sign
** Standard part-time turn restriction sign
Standard "DO NOT STOP ON TRACKS" sign
Standard advance warning sign
Standard "STOP AHEAD" sign
Standard advance warning pavement markings
Standard highway guardrail (urban or rural)
Non-mountable curb
Traffic signals at crossing
** Traffic signals at adjacent intersection

---

* To be used in conjunction with Standard No. 2 or No. 2B signals. Please indicate which it will be.
** Please furnish description of traffic signal operation, including a signal operation matrix upon train preemption.

a. Protection type: Standard No. 2 and No. 4

Number of such devices: 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation: UPRR

(2) Estimated cost of installation: $ __________ ***

(3) Who will pay for said installation?

Name of Party	Percent of Cost
ODOT	100%

(4) Who will maintain these devices? UPRR

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
UPRR	100%

*** Include cost of furnishing the protective devices(s).

Number of such devices 2 ; To be located as follows: both sides of crossing

(1) Who will perform the installation? ODOT

(2) Estimated cost of installation: $ Part of contract

(3) Who will pay for said installation?

Name of Party	Percent of Cost
ODOT	100%

(4) Who will maintain these devices? ODOT to maintain during life of construction project.

(5) Who will pay for said maintenance? After completion maintenance will be by City of Umatilla.

Name of Party	Percent of Cost
ODOT (during construction)	100%
City of Umatilla (after construction)	100%

c. Protection type: Advance warning signs, pavement markings

Number of such devices: 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation? ODOT

(2) Estimated cost of installation: $ part of contract

(3) Who will pay for said installation?

Name of Party	Percent of Cost
ODOT	100%

(4) Who will maintain these devices? ODOT to maintain during life of project. After completion, City of Umatilla to maintain N. of crossing. County of Umatilla to maintain S. of crossing.

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
ODOT (during life of project)	100%
City, North of crossing	100%
County, South of crossing	100%

NOTE: Add 14d, e, etc., on separate sheet, if needed.

modification), URBAN TYPE GUARDRAIL OR NON-MOUNTABLE CURBING.

15. Protection at signal: rural type guardrail

Number of such devices: 2 ; To be located as follows: both sides of crossing

(1) Who will perform the installation? ODOT

(2) Estimated cost of installation: $ part of contract

(3) Who will pay for said installation?

Name of Party	Percent of Cost
ODOT	100%

(4) Who will maintain these devices? ODOT (during life of project)

(5) Who will pay for said maintenance? City to maintain thereafter 100%

Name of Party	Percent of Cost
ODOT (during life of project)	100%
City after project complete	100%

16. Who will construct the crossing?

a. Between the rails and for a distance of two feet outside thereof:

UPRR

Estimated cost of this portion: $

Note: These costs include rail renewal, compromise joints, ballasting, ties, tie plates, angle bars, crossing materials and installation of all these items.

b. Remainder of crossing area: ODOT

17. Who will pay for such construction and in what proportion?

a. Between the rails and for a distance of two feet outside thereof:

ODOT

b. Remainder of crossing area: ODOT

18. Who will maintain the crossing?

a. Between the rails and for a distance of two feet outside thereof:

UPRR

b. Remainder of crossing area: ODOT during life of project, City to maintain thereafter.

a. Between the rails and for a distance of two feet outside thereof:

UPRR

b. Remainder of crossing area: ODOT during life of project, City thereafter

20. If automatic protective devices are (to be) installed at the crossing, please answer the following:

a. What type of device will be used to activate them?

(Each track of the crossing should be covered in the answer. Example: Main track--constant warning time device (predictors); Siding track—motion sensing type equipment; Spur tracks--island circuits.)

To be specified by Railroad

b. If automatic gates are to be installed, are there any overhead wires or other obstacles which might impair the operation of the gate arms?

No (yes/no) If so, describe the obstacles, identify the owner and make the owner a party in interest in this matter.

SECTION V. -- (To be completed by all.)

41. Upon completion of this project will it be possible to close any existing grade crossing(s) in the area? No (yes/no)

If yes, list and explain:

If no, explain why not: The crossings are needed for the motoring public.

42. Other items of construction and cost distribution:

Upon completion of the project, the portion of Brownell Blvd. located within the City limits will be maintained by the City. The portion of Brownell Blvd. located outside of the City limits will be maintained by Umatilla County.

* * *

43. Are the maps and drawings required by the Commissioner's Rules and Regulations attached to this application? Yes 9B-19-15 (yes/no)

PLEASE FURNISH SUFFICIENT COPIES OF THE APPLICATION AND DRAWINGS TO ENABLE US TO SERVE ALL PARTIES IN INTEREST (INCLUDING STATE HIGHWAY DIVISION, COUNTY, AND REGIONAL COUNCIL OF GOVERNMENTS) PLUS AN ORIGINAL AND TWO COPIES FOR OUR USE.

The following enumerated page(s) have been omitted from this application because no response to the questions and/or information requested is required in this matter: 13, 14, 15 and 16

Applicant prays for an order permitting construction in accordance with this application, or for such other and further order as may be proper in the premises.

Dated at Salem, Oregon this 27th day of August, 1981.

(Applicant)

(Attorney)

I, H. G. COULTER, being first duly sworn, say I am the applicant in the within entitled cause, and that the foregoing application is true, as I verily believe.

H G Coulter

STATE OF OREGON)
) ss.
County of)

Subscribed and sworn to before me this 27th day of August, 1981.

(Notary Public for Oregon)

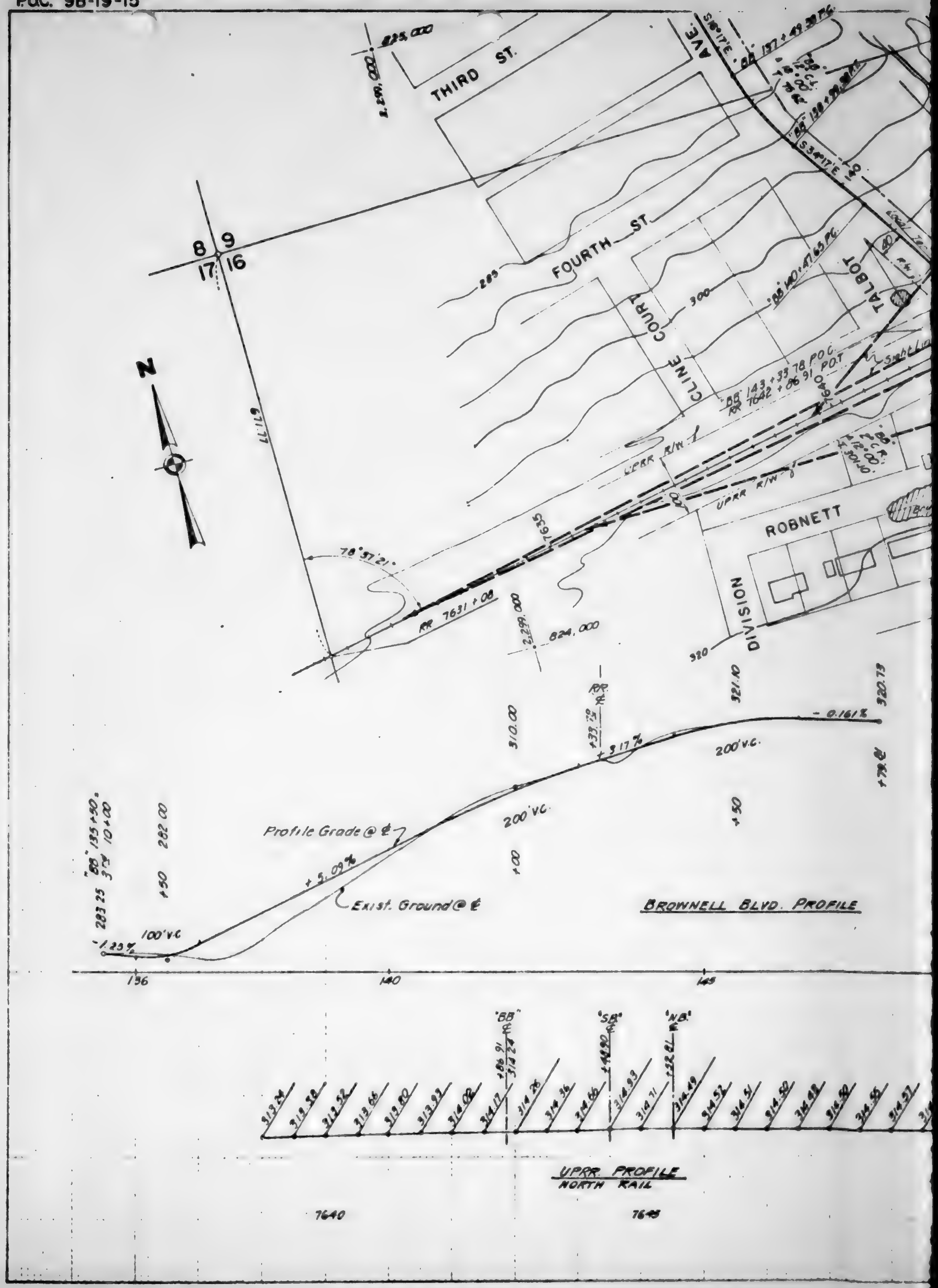
My Commission Expires: 12-18-84

PUC Form 202 (30) 1-80

Signature Page

PUC 98-19-15 UPRR X-ING COLUMBIA RY.BR.-UMATILLA RY. PUC MAP & PROFILE PUC 98-19-15

P.U.C. 98-19-15


THIRD ST.
FOURTH ST.
AVE.
CLINE COURT
TALBOT
ROBNETT
DIVISION
8 9
17 16
N
78°37'21"
RR 7631+08
BB 143+33.78 P.O.C.
RR 7642+06.91 P.O.T.
UPRR R/W
Sight Line
2,299,000
824,000
825,000
Profile Grade @ ℄
Exist. Ground @ ℄
+5.09%
+3.17%
-0.161%
-1.25%
100' V.C.
200' V.C.
200' V.C.
BROWNELL BLVD. PROFILE
136
140
145
"BB"
"SB"
"N.B."
UPRR PROFILE
NORTH RAIL
7640
7645

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

P.U.C. MAP & PROFILE

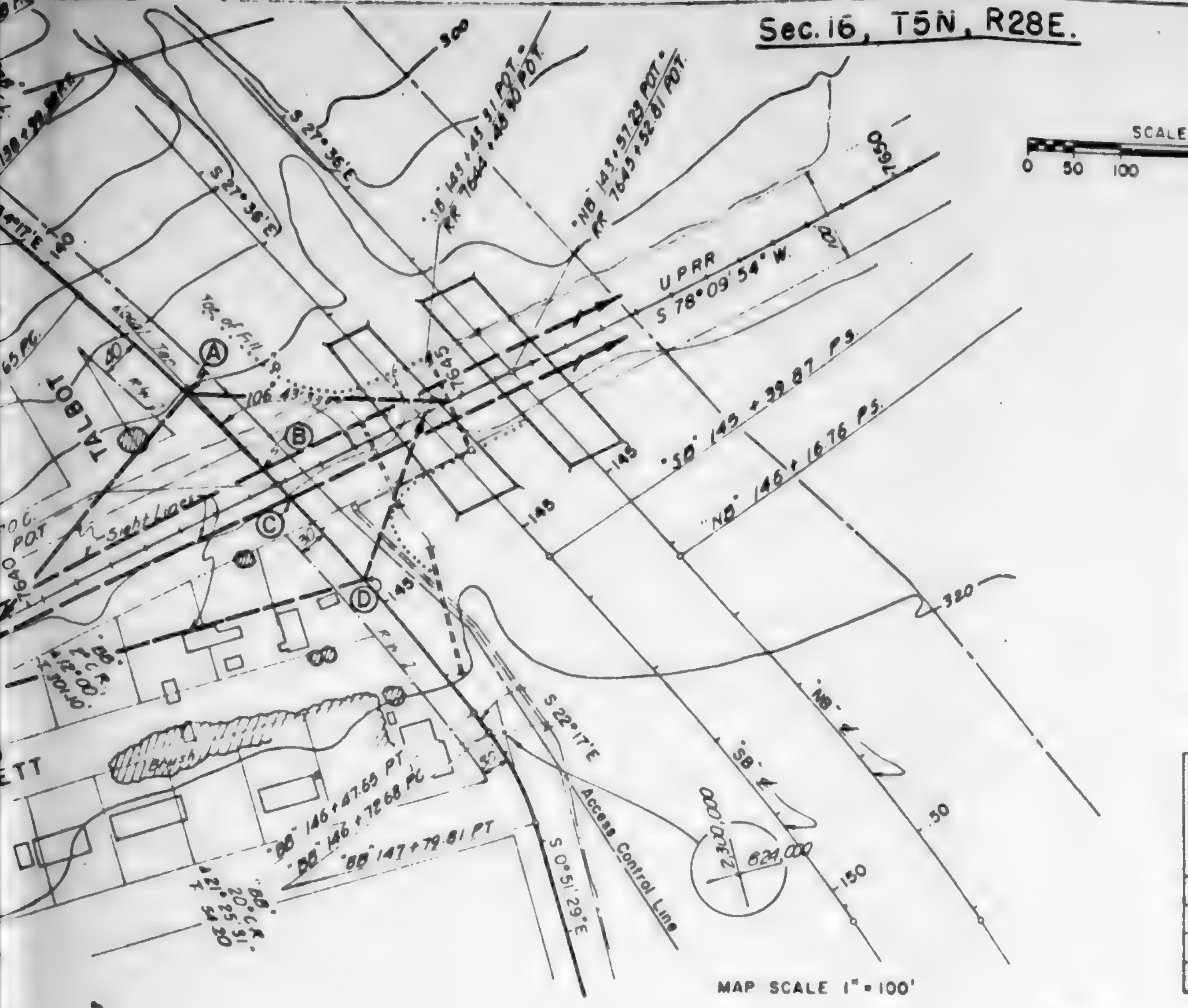
UPRR. Grade Xing @ Brownell Bl

COLUMBIA RIVER BRIDG
UMATILLA RIVER SEC

McNARY HWY.
UMATILLA COUNTY

SCALE AS SHOWN AUGUS

P.U.C. Drg. 9B-19-15


Sec. 16, T5N, R28E.
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S 27°36'E
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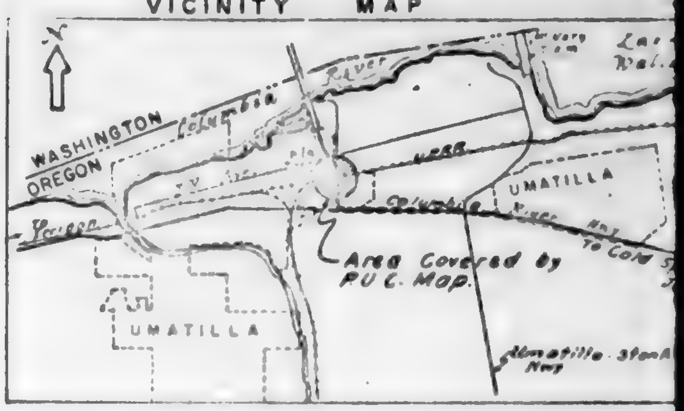
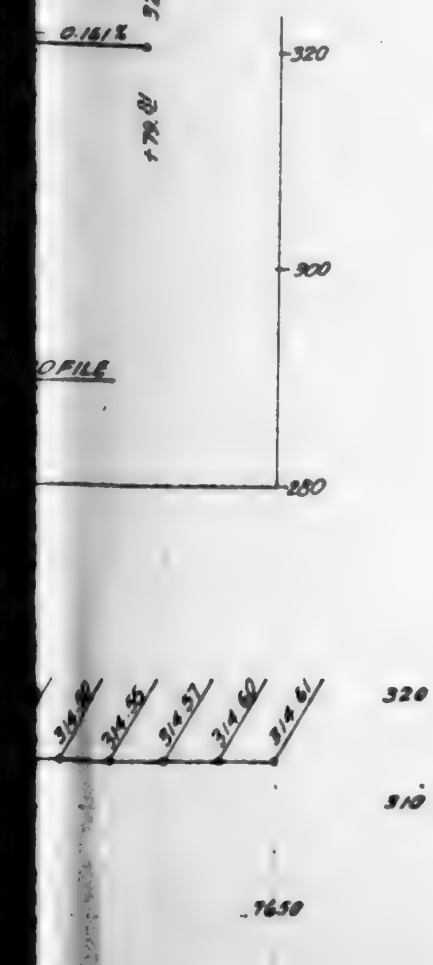
"NB" 143+57.29 POT = RR 7645+52.81 POT
"SB" 145+39.87 PS.
"NB" 146+16.76 PS.
"BB" 146+47.65 PT
"BB" 146+72.68 PC
"BB" 147+79.81 PT
S 22°17'E
S 0°51'29"E
Access Control Line
TALBOT
Brush
Sight Lines
7640
7645
7650
145
150
300
320
A
B
C
D
230,000
624,000
MAP SCALE 1" = 100'

VICINITY MAP


N
WASHINGTON
OREGON
Columbia River
UPRR
UMATILLA
Area Covered by P.U.C. Map
To Cold S
Umatilla - Stanfield Hwy
Lake Wal.

Sighting Table

POINT	Distance Along Roadway from Nearest Rail to Point....		Greatest Distance fr Crossing Railroad En can be at Sighting	
	Northerly	Southerly	Easterly	Weste
Ⓐ	131'		195'	325
Ⓑ	18'		3500'+	1000
Ⓒ		18'	3500'+	100
Ⓓ		131'	165'	72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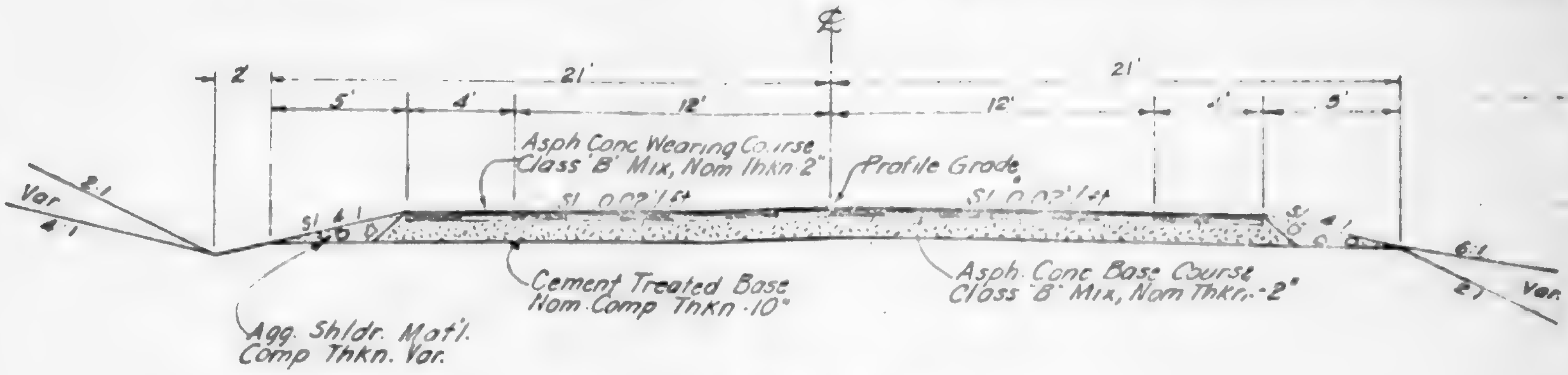
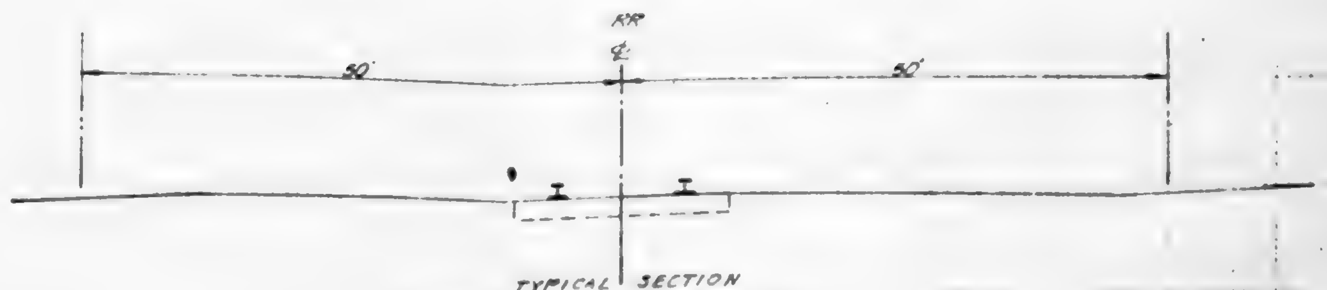
+79.81
320
300
280
OFILE
316.51
316.55
314.57
314.60
314.61
320
310
7650

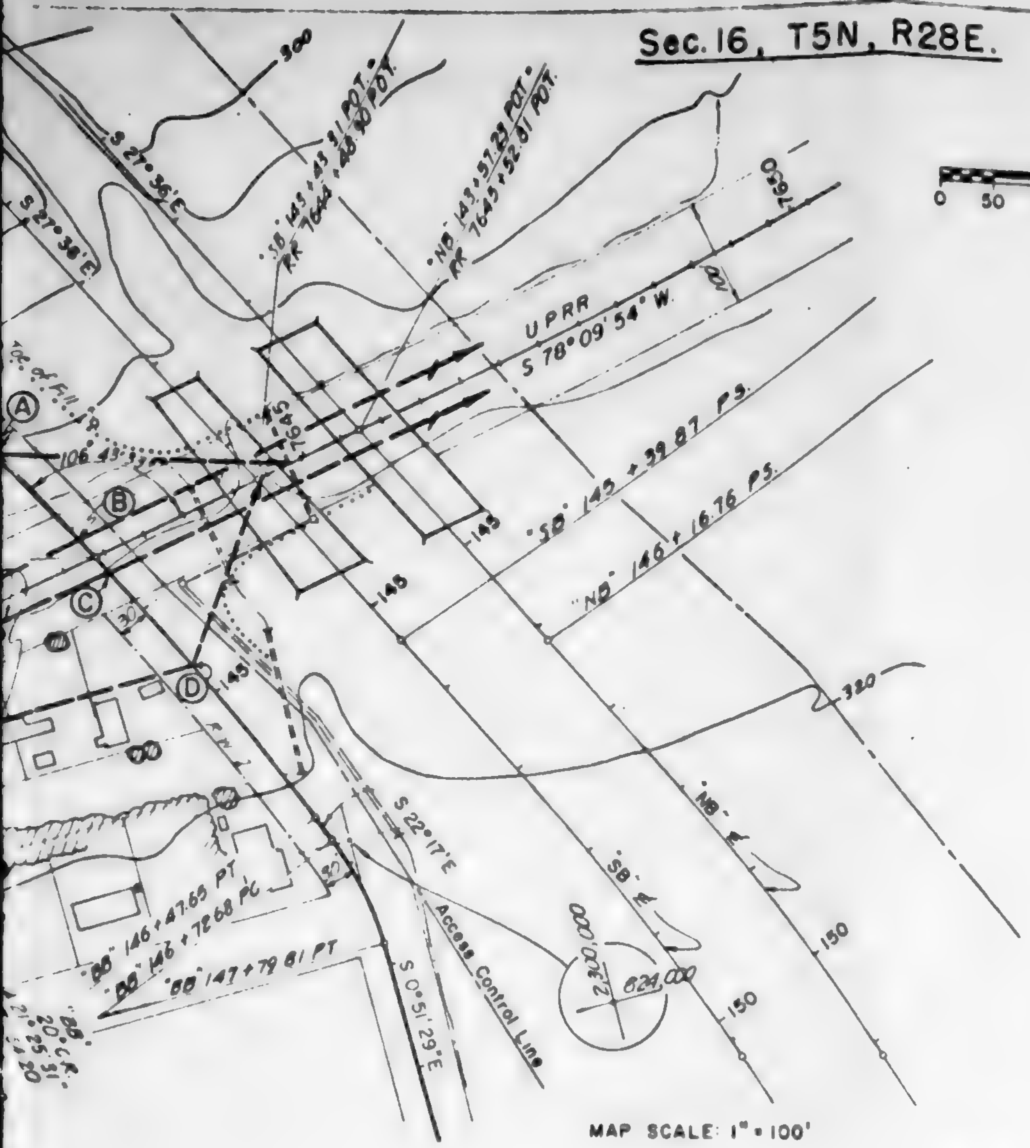

℄
2'
21'
21'
5'
4'
12'
12'
4'
5'
Asph Conc Wearing Course Class 'B' Mix, Nom Thkn 2"
Profile Grade
Sl. 0.02'/Ft
Sl. 0.02'/Ft
Var
2:1
4:1
Sl 4:1
Sl 4:1
6:1
2:1
Var
Cement Treated Base Nom Comp Thkn 10"
Asph Conc Base Course Class 'B' Mix, Nom Thkn 2"
Agg. Shldr. Mat'l. Comp Thkn. Var.

TYPICAL SECTION
BROWNELL BLVD.
No Scale



TYPICAL SECTION
UNION PACIFIC RAILROAD
Sta. 7643+00
No Scale

PUC 98-19-15


Sec. 16, T5N, R28E.
300
S 27°36'E
S 27°38'E
"SB" 143+43.31 POT. = RR 7644+48.90 POT.
"NB" 143+57.29 POT. = RR 7645+52.81 POT.
7650
100'
UPRR
S 78°09'54" W.
Toe of Fill
106 43
A
B
C
D
7645
145
30
"SB" 143+39.87 PS.
"NB" 146+16.76 PS.
320
"NB" ℄
"SB" ℄
150
S 22°17'E
S 0°51'29"E
Access Control Line
2,300,000
624,000
"BB" 146+47.65 PT
"BB" 146+72.68 PC
"BB" 147+79.81 PT
"BB" Δ 21°25'31"
20° C.R.
MAP SCALE: 1" = 100'

SCALE IN FEET
0 50 100 200 300

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION

P.U.C. MAP & PROFILE

UPRR. Grade Xing @ Brownell Blvd.

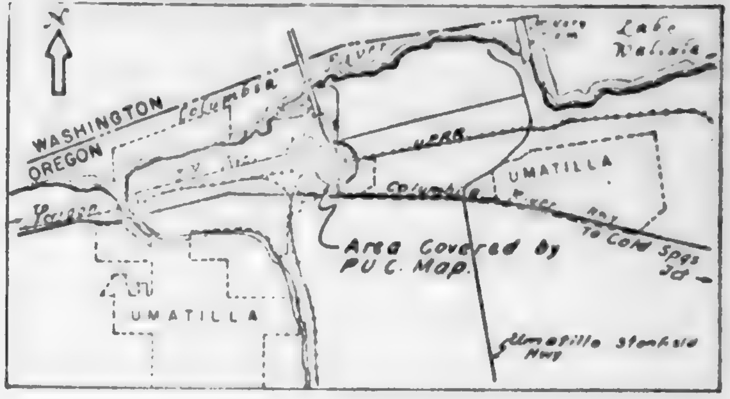
COLUMBIA RIVER BRIDGE - UMATILLA RIVER SEC.

McNARY HWY.
UMATILLA COUNTY

SCALE AS SHOWN
AUGUST, 1981

P.U.C. Drg. 98-19-15

VICINITY MAP


N
WASHINGTON
OREGON
Columbia River
Lake Wallula
UPRR
UMATILLA
UMATILLA
Area Covered by P.U.C. Map.
Columbia River Hwy
To Cold Spgs Jct.
Umatilla Stanfield Hwy

Sighting Table

POINT	Distance Along Roadway from Nearest Rail to Point....		Greatest Distance from Crossing Railroad Engine can be at Sighting	
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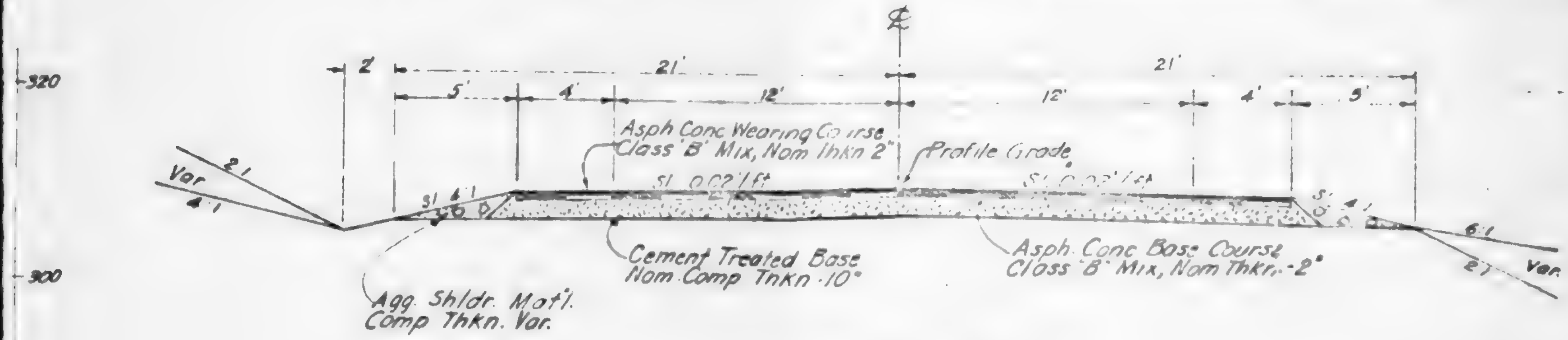
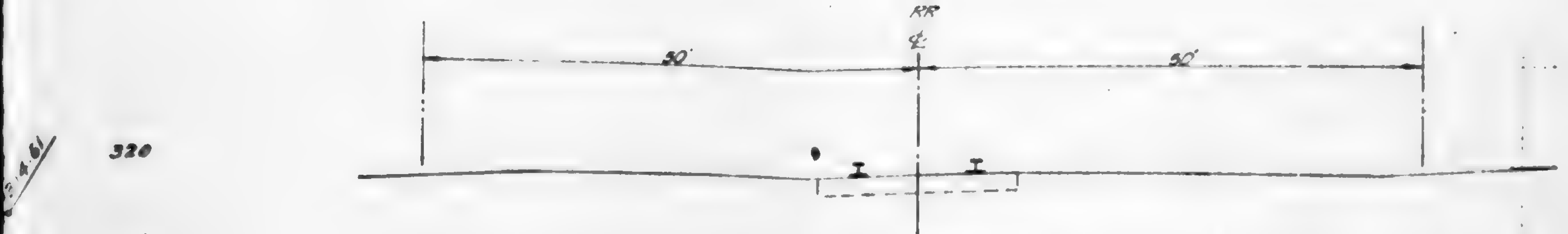
Ⓐ	131'		195'	325'
Ⓑ	18'		3500'+	1000'+
Ⓒ		18'	3500'+	1000'+
Ⓓ		131'	165'	720'


320
300
℄
2
21'
5'
4'
12'
12'
4'
5'
21'
Asph Conc Wearing Course Class 'B' Mix, Nom Thkn 2"
Profile Grade
Sl. 0.02'/ft
Sl. 0.02'/ft
Var.
2:1
4:1
4:1
6:1
2:1
Var.
Cement Treated Base Nom. Comp Thkn. 10"
Asph. Conc Base Course Class 'B' Mix, Nom Thkn. 2"
Agg. Shldr. Mat'l. Comp Thkn. Var.

TYPICAL SECTION
BROWNELL BLVD.
No Scale


RR ℄
30'
30'
320
310

TYPICAL SECTION
UNION PACIFIC RAILROAD
Sta. 7643+00
No Scale

9737

N

FINAL NOISE STUDY REPORT

COLUMBIA RIVER - INTERSTATE 84(I-80N)
McNARY HIGHWAY (I-82)
UMATILLA COUNTY

RECEIVED
SEP 25 1985
ROAD DESIGN
SECTION

RDE
FDE
LE
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LFE
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PREPARED BY:

OREGON DEPARTMENT OF TRANSPORTATION

TIM THEX, SR. ENVIRONMENTAL ENGINEER

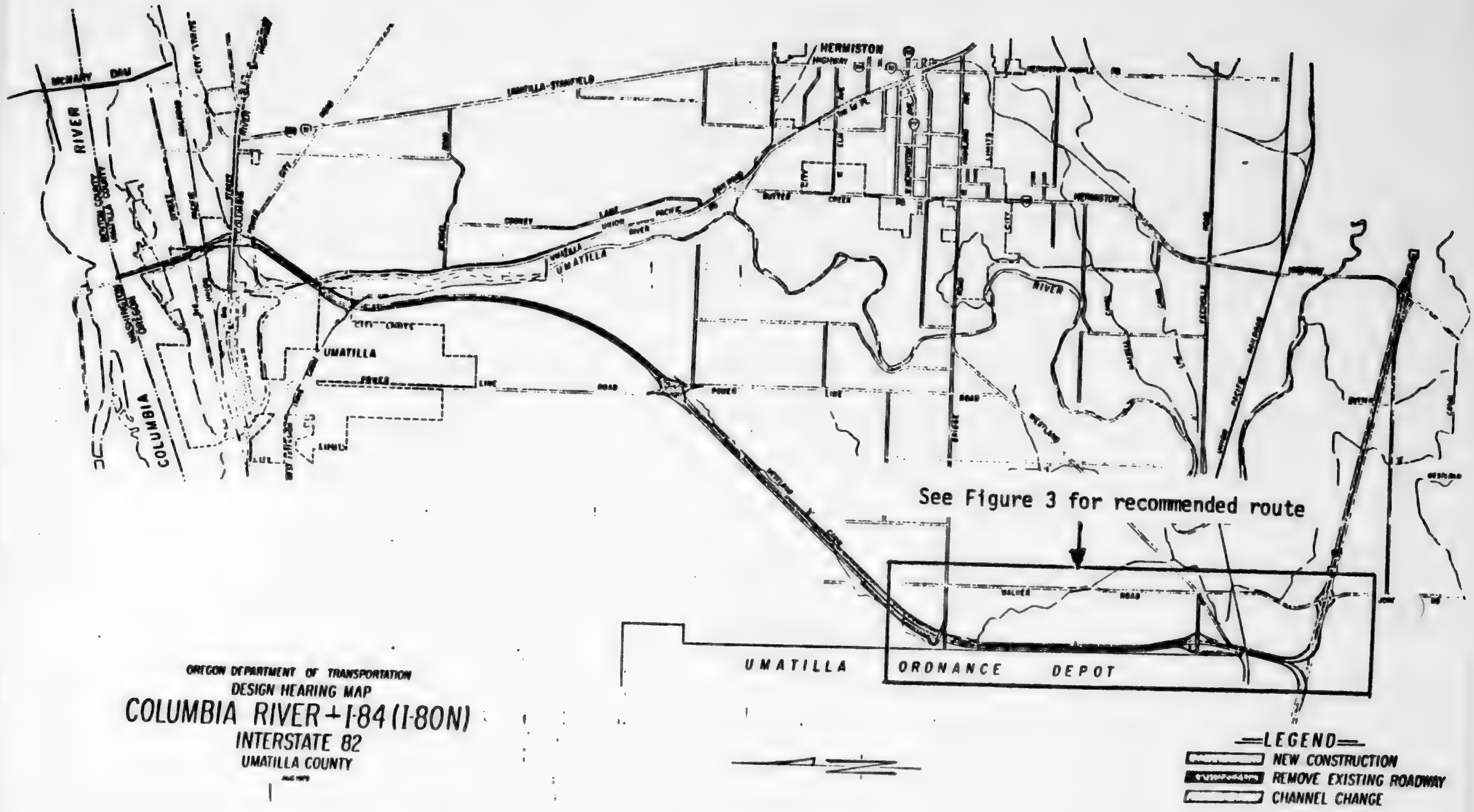
ENVIRONMENTAL SECTION

TECHNICAL SERVICES BRANCH

JANUARY, 1981

(Revised September 1983)

COLUMBIA RIVER-[illegible]TERSTATE 84(I-82)
FIGURE 1-PROJECT LOCATION


HERMISTON
HIGHWAY
UMATILLA-STANFIELD
McNARY DAM
RIVER
BENTON COUNTY
UMATILLA COUNTY
WASHINGTON
OREGON
COLUMBIA
UMATILLA
CITY LIMITS
UMATILLA
UNION
PACIFIC
LAKE
COUNTY
BUTTER CREEK
HERMISTON
RIVER
POWER LINE ROAD
WALKER ROAD
See Figure 3 for recommended route
UMATILLA ORDNANCE DEPOT
OREGON DEPARTMENT OF TRANSPORTATION
DESIGN HEARING MAP
COLUMBIA RIVER - I-84 (I-80N)
INTERSTATE 82
UMATILLA COUNTY
LEGEND
NEW CONSTRUCTION
REMOVE EXISTING ROADWAY
CHANNEL CHANGE

PROJECT DESCRIPTION

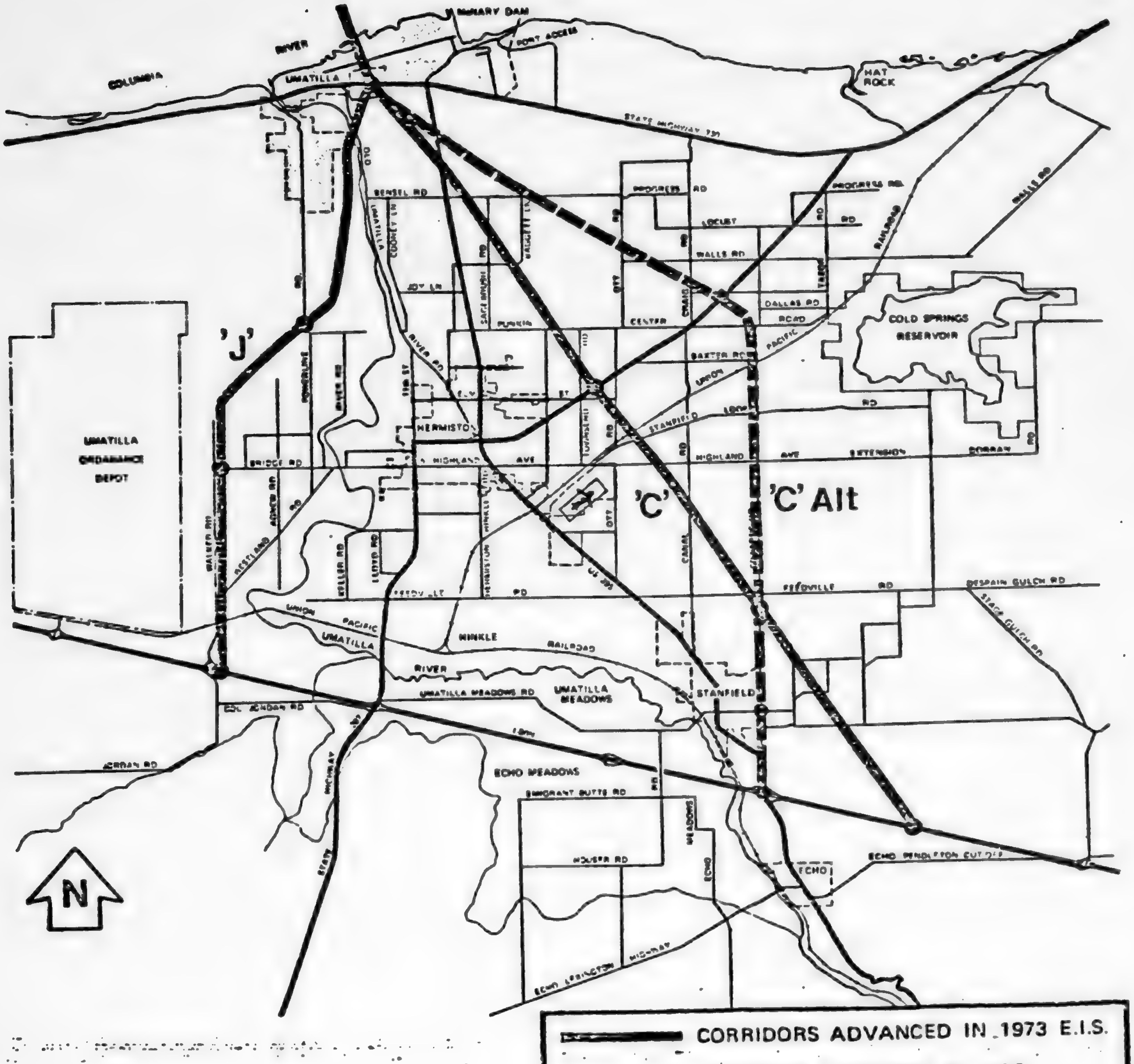
The proposed project is a portion of a new interstate facility designed to connect N.E. Oregon and S.E. Washington. The subject project section is the portion of the McNary Highway (I-82) that extends from the Columbia River to I-84 (I80-N). The selected corridor, "J", originates just upstream from the existing bridge over the Columbia River at Umatilla. The corridor then proceeds south and southeasterly for approximately six miles, proceeds southerly across Umatilla Ordnance Depot property for approximately four miles and continues southward to meet I-84 at a point west of the existing Westlands Road Interchange.

The draft environmental impact statement, submitted in 1972, contained nine corridor alternatives for study. Corridor "J", a combination of the original Corridor "C" and a realigned Corridor "J" was advanced in the final environmental impact statement, which was submitted in 1976. In 1978, the Department of Transportation re-evaluated Corridors "C" and "J", plus an additional corridor (Corridor "C-Alternate"), which was proposed by the Umatilla County Board of Commissioners. Corridor "J" was again selected as the preferred alternative. A noise impact comparison of the three corridors indicated that Corridor "J" would potentially impact the lowest total number of previously non-impacted receptors. (See Figure 2).

Prior to the public hearing, a Citizens Advisory Committee (CAC) suggested two design modifications:

OLUMBIA RIVER-INTERSTATE 84(I-

FIGURE 2-FEIS CORRIDOR LOCATION MAP



COLUMBIA
RIVER
UMATILLA
MCNARY DAM
PORT ACCESS
HAT ROCK
STATE HIGHWAY 730
BENSEL RD
PROGRESS RD
PROGRESS RD
LOCUST
WALLS RD
JOY LN
PUNKIN
CENTER
DALLAS RD
RIVER RD
HERMISTON
BAXTER RD
UNION PACIFIC
STANFIELD LOOP
COLD SPRINGS RESERVOIR
'J'
UMATILLA ORDNANCE DEPOT
BRIDGE RD
HIGHLAND AVE
HIGHLAND AVE EXTENSION
'C'
'C' Alt
FEEDVILLE RD
DESPAIN GULCH RD
STAGE GULCH RD
UNION PACIFIC
UMATILLA
HINKLE RAILROAD
RIVER
UMATILLA MEADOWS RD
UMATILLA MEADOWS
STANFIELD
COL. JORDAN RD
JORDAN RD
ECHO MEADOWS
EMIGRANT BUTTE RD
HOUSER RD
ECHO
ECHO PENDLETON CUTOFF
ECHO LEXINGTON HIGHWAY
STATE HIGHWAY
N
CORRIDORS ADVANCED IN 1973 E.I.S.
CORRIDOR PROPOSED IN 1978
U.S. & STATE HIGHWAYS
OTHER PRINCIPLE ROADS
PROPOSED INTERCHANGES

1) That the portion of the alignment easterly of and parallel to Walker Road be shifted west to parallel the east boundary of the Umatilla Ordnance Depot, and

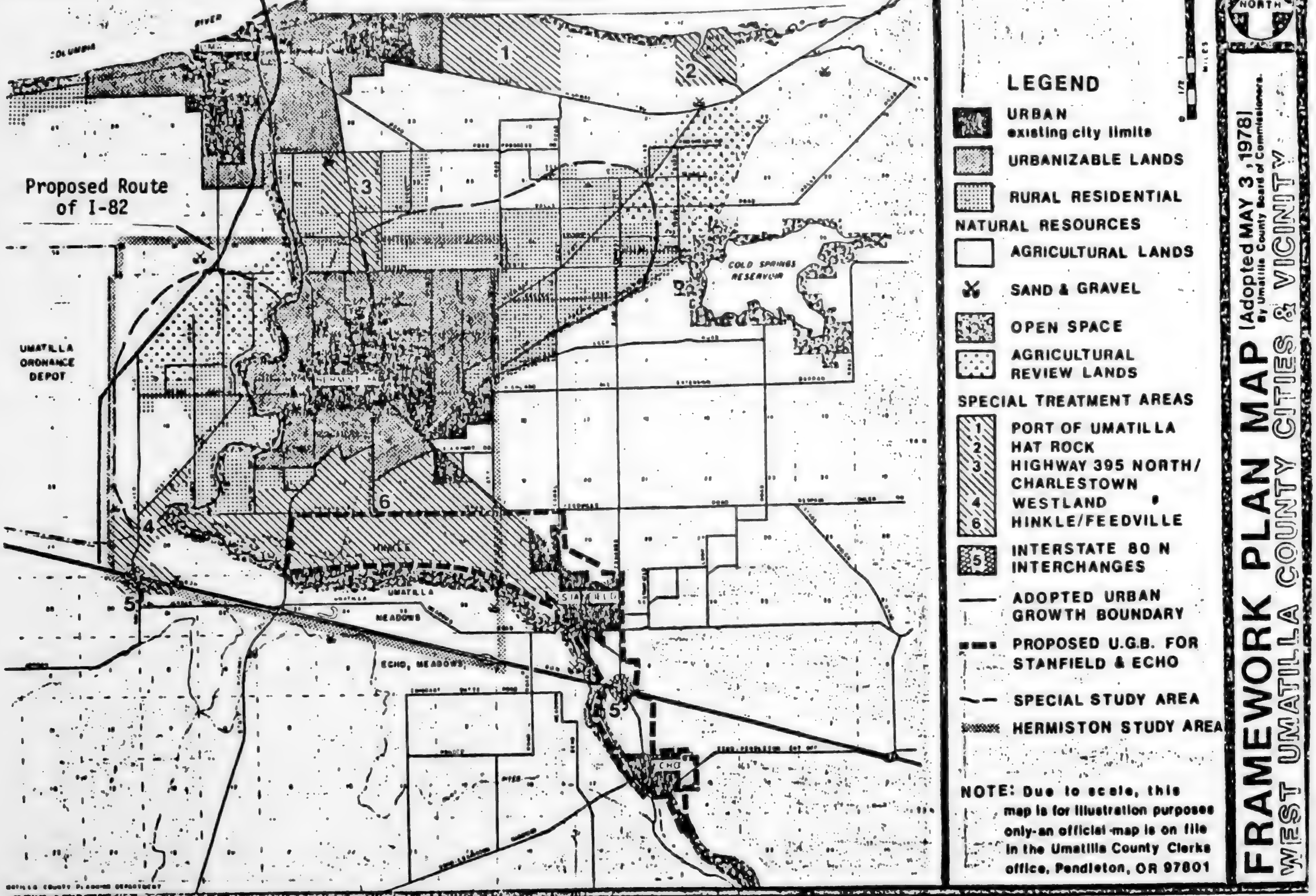
2) That the interchange proposed at Bridge Road be relocated to provide access to an extension of Westland Road.

Subsequent to the CAC involvement, it was determined that the existing Westland Road interchange ramps would have to be closed because the ramps would not provide sufficient weave distance between the existing interchange and the new interchange. These modifications were added to the public hearing design. (See Figure 3).

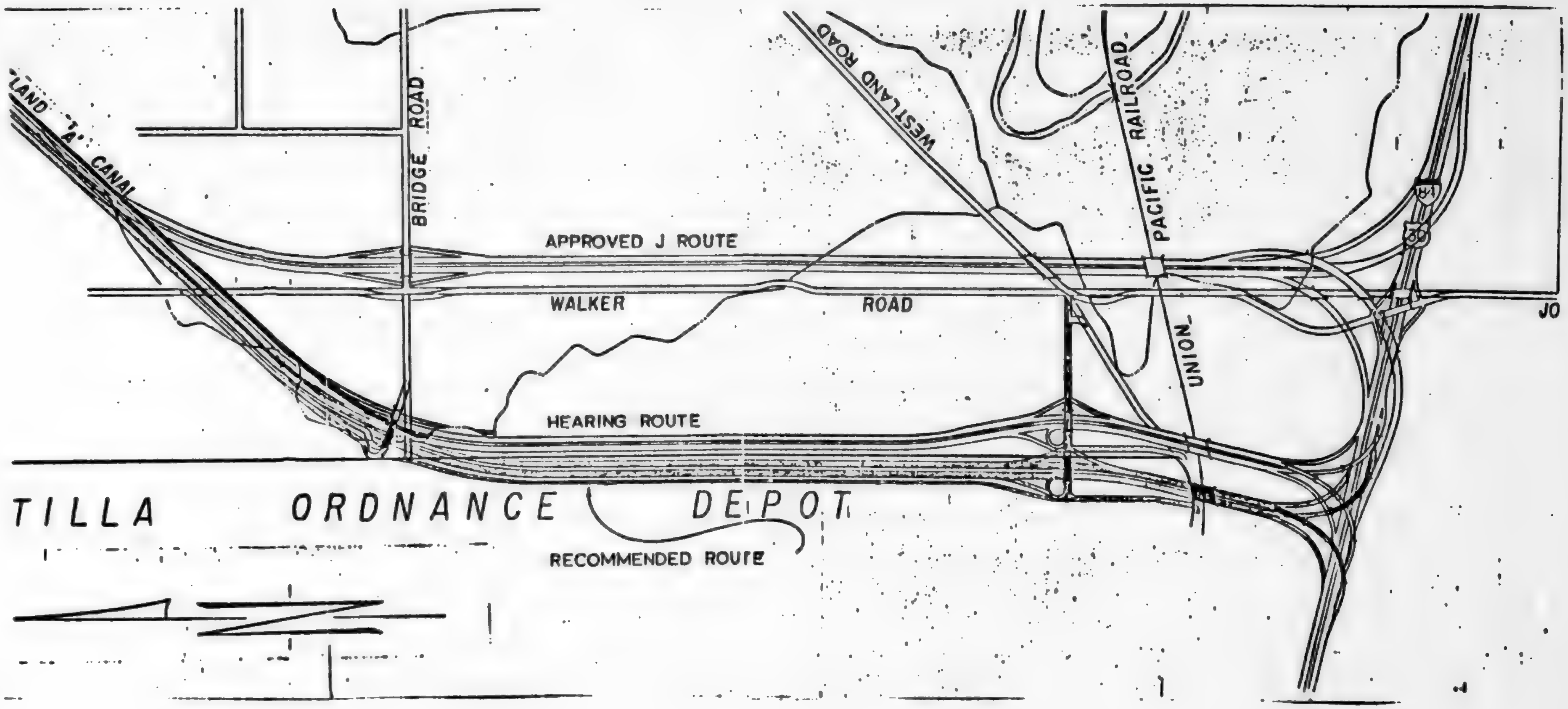
Input at the public hearing indicated that the existing Westland Road Interchange would have to remain open. An additional alignment modification was proposed whereby the southern portion of the alignment would be located on the ordnance depot property ((See Figure 3) - Recommended Route). The accompanying relocation of the new interchange would provide sufficient weave distance to allow the existing Westland Road Interchange to remain open and function safely.

A new truck port of entry (POE) is scheduled to be constructed in conjuction with, but as a separate project from the I-82 project. The POE would be located within the City of Umatilla, in the northwest quadrant of the intersection of Highway 730 and Highway 14 (Umatilla Bridge). Figure 4 shows the proposed plan and location of the POE.

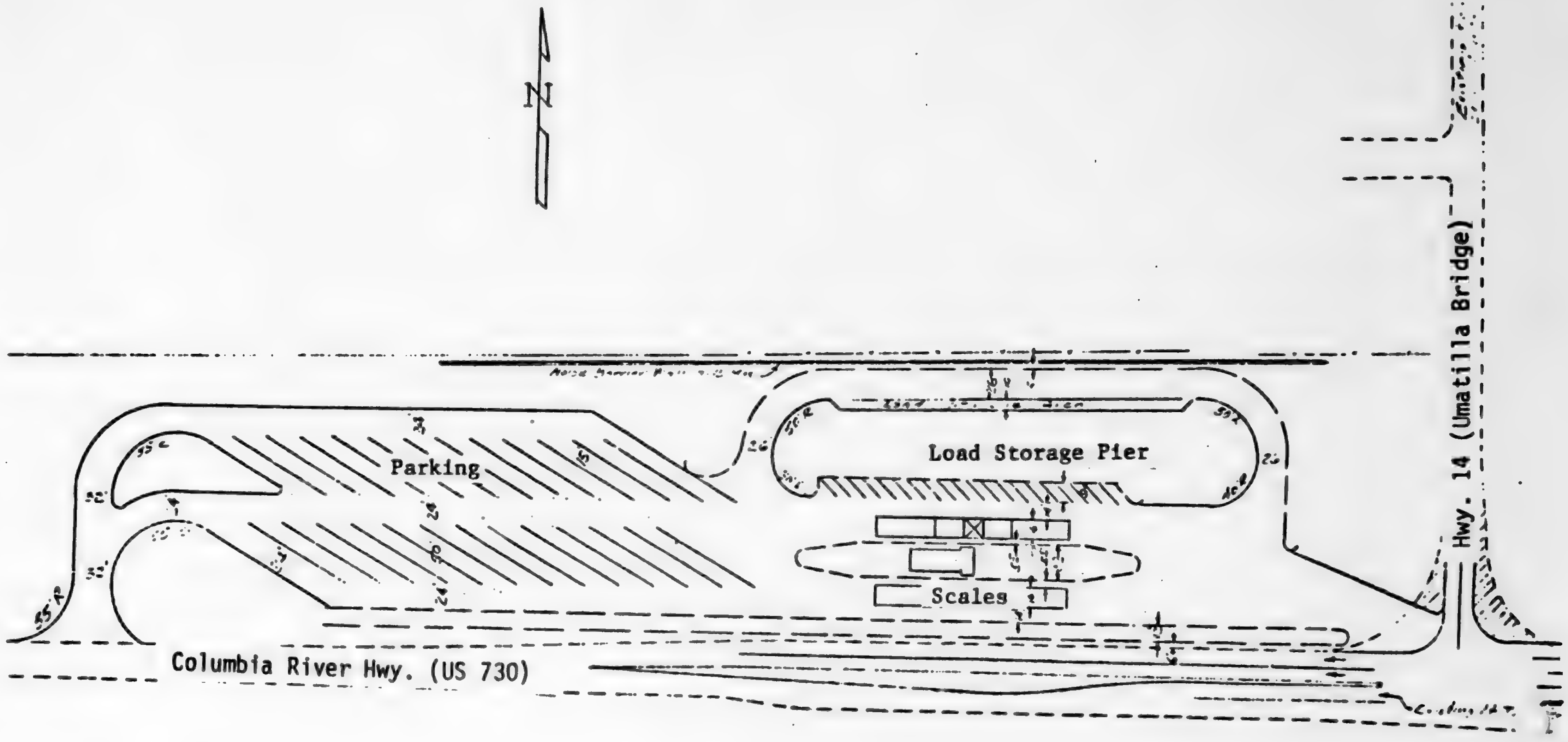
COLUMBIA RIVER-INTERSTATE 84(I-82)
FIGURE 5-LAND USE IN PROJECT AREA
CURRENT ZONING


Proposed Route of I-82
COLUMBIA
RIVER
1
2
3
4
5
6
UMATILLA ORDNANCE DEPOT
COLD SPRINGS RESERVOIR
HINKLE
UMATILLA
MEADOWS
ECHO MEADOWS
STANFIELD
ECHO
NORTH
MILES
LEGEND
URBAN existing city limits
URBANIZABLE LANDS
RURAL RESIDENTIAL
NATURAL RESOURCES
AGRICULTURAL LANDS
SAND & GRAVEL
OPEN SPACE
AGRICULTURAL REVIEW LANDS
SPECIAL TREATMENT AREAS
1 PORT OF UMATILLA
2 HAT ROCK
3 HIGHWAY 395 NORTH/ CHARLESTOWN
4 WESTLAND
6 HINKLE/FEEDVILLE
5 INTERSTATE 80 N INTERCHANGES
ADOPTED URBAN GROWTH BOUNDARY
PROPOSED U.G.B. FOR STANFIELD & ECHO
SPECIAL STUDY AREA
HERMISTON STUDY AREA
NOTE: Due to scale, this map is for illustration purposes only-an official map is on file in the Umatilla County Clerks office, Pendleton, OR 97801
FRAMEWORK PLAN MAP (Adopted MAY 3, 1978)
By Umatilla County Board of Commissioners.
WEST UMATILLA COUNTY CITIES & VICINITY

COLUMBIA RIVER-INTERSTATE 84(I-82)
FIGURE 3-ALTERNATE ROUTES FOR WESTLAND RD. &
I-84 CONNECTION


LAND 'A' CANAL
BRIDGE ROAD
WESTLAND ROAD
PACIFIC RAILROAD
UNION
APPROVED J ROUTE
WALKER ROAD
JO
HEARING ROUTE
TILLA ORDNANCE DEPOT
RECOMMENDED ROUTE

COLUMBIA RIVER-INTERSTATE 84(I-82)
FIGURE 4-PROPOS[illegible] PORT OF ENTRY
(Not to Scale)


N
Hwy. 14 (Umatilla Bridge)
Load Storage Pier
Scales
Parking
Columbia River Hwy. (US 730)
26
15
24
32'
55'R

LAND USE

As proposed, Interstate 82 would traverse a mostly rural area. The present use of land in proximity to the proposed alignment is shown in Figure 5. Land use patterns between the Columbia River and Interstate 84 show a region of farming and grazing interspersed with small pockets of development. For the most part, residential and commercial land uses are concentrated around established communities such as Umatilla, with a few small rural subdivisions occurring in some outlying unincorporated areas. Rural residential farmsteads are clustered along county roads and highways in the area where more intense farming activity occurs.

Industrial land uses are for the most part located along major highways and rail transportation routes. Two east-west Union Pacific rail lines are located in the region - one running along the Columbia River and another located just north of I-84. Major highways, including I-84, US 730/395, US 395, and Oregon Highway 207, also have adjacent industrial development.

Public land uses in the area include parks, schools, and churches within existing communities. The Umatilla County Marina, a boat and recreation marina, is located just downstream from the proposed river crossing. The McNary Wildlife Park is located just upstream from the proposed river crossing. The

McNary Wildlife Park is a marshy game refuge consisting of three main fish-stocked ponds and a nature trail.

METHODOLOGY

This analysis was conducted in conformance with FHPM 7-7-3, "Procedures for Abatement of Highway Traffic Noise and Construction Noise." FHPM 7-7-3 is a set of guidelines developed by FHWA (Federal Highway Administration) to aid in evaluating noise impacts to a community. The directive contains noise abatement criteria, which refer to the upper limit of acceptable traffic noise levels for various activites and land uses. Table 1 shows the various FHWA activity categories and their respective noise abatement criteria.

The degree of impact of traffic noise on human activities is determined by comparing predicted noise levels to the noise abatement criteria. Both outdoor and indoor noise levels were analyzed.

Outdoor activity areas were assessed for noise impacts by comparing predicted noise levels to FHWA Category B noise abatement criteria. A predicted noise level of L_{eq}67 dBA or above in an area of regular human use would exceed exterior noise abatement criteria and constitute an impact.

Residential structures with no outdoor activity areas were assessed for noise impacts by comparing predicted interior noise levels at receptors adjacent to the project to the interior

COLUMBIA RIVER-INTERSTATE 84(I-82)

TABLE 1

NOISE ABATEMENT CRITERIA

	Hourly A-Weighted Sound Level - dBA L_{eq} (h)	L_{10} (h)	Description of Activity Category
A.	57 (Exterior)	60 (Exterior)	Tracts of land in which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose. Such areas could include amphitheaters, particular parks or portions of parks, open spaces, or historic districts which are dedicated or recognized by appropriate local officials for activities requiring special qualities of serenity and quiet.
B.	67 (Exterior)	70 (Exterior)	Picnic areas, recreation areas, playgrounds, active sports areas, and parks which are not included in Category A and residences, motels, hotels, public meeting rooms, schools, churches, libraries, and hospitals.
C.	72 (Exterior)	75 (Exterior)	Developed lands, properties or activities not included in Categories A or B above.
D.	52 (Interior)	55 (Interior)	Residences, motels, hotels, public meeting rooms, schools. churches, libraries, hospitals, and audito-

noise abatement criteria specified for FHWA Activity Category E. A noise reduction factor of 10 dBA between exterior and interior noise levels was used for wood frame buildings on the project. The windows were assumed to be open when using the 10 dBA reduction. A predicted noise level of L_{eq}62 dBA or above at the exterior of a structure would exceed interior noise abatement criteria and constitute an impact.

Another criteria used to determine the degree of traffic noise impact on human activites was the significant increase criteria. An increase of 10 dBA over existing noise levels is also considered to be an impact. In order to analyze the project for significant increase, existing noise measurements were taken at several residences predicted to be affected by the proposed facility. Traffic projections were then used to predict future noise levels at the measurement sites resulting from the new roadway. The two noise levels were then compared to determine whether or not a significant increase in noise level would occur.

Noise impacts resulting from the proposed truck port of entry were also assessed by comparing future noise levels at applicable measurement sites to a 10 dBA increase criteria mandated by the DEQ Noise Control Regulations. DEQ Noise Control Regulations are applicable to truck ports of entry constructed on previously unused sights. Oregon Administrative Rule 340-35-035 (1)(b)(B)(i) states:

"No person owning or controlling a new industrial or commercial noise source located on a previously unused or commercial site shall cuase or permit the operation of that noise source if the noise levels generated or indirectly caused by the noise source increase the ambient statistical noise levels L_{10} or L_{50}, by more than 10 dBA in any one hour..."

The noise prediction model utilized for this project was the FHWA Traffic Noise Prediction Model (FHWA-RD-77-108). The accuracy of the prediction model was tested by comparing predicted noise levels to actual noise levels measured on the project, using actual traffic volumes and speeds occuring during the measurement period.

The noise descriptor used on this project was the L_{eq} which is the average hourly sound level. The Leq was also used for addressing the DEQ noise regulations, even though the regulations are written for L_{10} and L_{50} noise levels. The L_{10}, L_{50} and L_{eq} sound levels all contain the same acoustic energy. The FHWA classification for this project is 1-A (controlled access).

TRAFFIC

Traffic data was developed by the Oregon Department of Transportation. Table 2 contains all data utilized in the prediction of noise levels. Traffic data during the peak truck hour (which is predicted to occur between 2 and 3 p.m.) was used to determine the maximum noise levels that would result from the proposed project. Predictions for the truck port of entry were calculated on a 24 hour basis to address DEQ Noise Control Regulations.

EXISTING NOISE LEVELS

Noise measurements were taken at four locations (See Figure 6) to determine existing noise levels on the project. These four measurement sites are representative of key noise impact areas of the project. Further explanation of the measurement sites is given in Table 3. Some of the sites were also used in the original FEIS Noise Study.

The measurement instruments used meet the requirements set forth in ANSI Standard S1.4-1971, as specified in FHPM 7-7-3. The measurements were recorded using a Nagra IV-S recorder in conjuction with B & K Type I Sound Meter, Model 2209-B.

During the noise measurements, traffic volumes were counted and traffic speeds estimated. The data was later modeled to test the agreement between the FHWA noise model and the actual measurement. In this case, there was close agreement between the predictions and the actual measurements, so no adjustments to the model were made. The predicted results of the existing noise measurements are given in Table 4.

Columbia River - Interstate 84 (I82)

TABLE 2

TRAFFIC DATA ON I-82

SECTION	YEAR	AUTOS	MEDIUM TRUCKS	HEAVY TRUCKS	SPEED
Umatilla Br- Umatilla Int.	Existing (1978)	420	13	50	54
Umatilla Br.- Umatilla Int.	1995	853	26	102	54
Umatilla Int.- Power Line Rd.	Existing (1978)	257	8	31	54
Umatilla Int.- Power Line Rd.	1995	514	16	62	54
Power Line Rd.- Westland Rd.	Existing (1978)	230	7	28	55
Power Line Rd.- Westland Rd.	1995	460	14	56	55
*Westland Rd.- I84	Existing (1978)	257	8	31	55
*Westland Rd.- I84	1995	514	16	62	55

*These Traffic volumes were computed assuming the existing Westland Road Interchange would remain in use.

Columbia River - Interstate 84(I-82)

TABLE 3

EXISTING NOISE MEASUREMENTS

SITE	DATE & TIME	LOCATION	MAJOR NOISE SOURCES	NOISE LEVEL	REMARKS
1	7-29-80 9:30 A.M.	Umatille Boat Marina (1300' West of Umatilla River Bridge)	Umatilla Bridge Traffic River Traffic	Leq 48 dBA	This site is representative of the human use area of the park and marina. The site is also representative of noise levels in the McNary Wildlife Refuge an equal distance from the bridge.
2	7-29-80 11:30 A.M.	House in Umatilla adjacent to proposed Truck Port of Entry station at intersection of HWY 730 and Umatilla Bridge Approach	Traffic on Umatilla Bridge Approach Truck Stop Children Playing	Leq 59 dBA	This noise level is fairly representative of most of the residential areas in the city of Umatilla.
3	7-29-80 2:45 P.M.	Front yard of residence in SE quadrant of the intersection of Bridge and Walker Road	Farm Machinery Light Traffic Farm Animals	Leq 50 dBA	This noise level is typical of nearly all the ranches in the area that will be affected by I-82.
4	7-30-80 11:50 A.M.	House near Northwestern Livestock Yard	Traffic from Westland Road I84 & Northwestern Livestock Yard	Leq 45 dBA	Traffic from I-84 was partially shielded by the Westland Rd. O'xing.

Columbia River - Interstate 84 (I-82)

Table 4

Traffic and Speed Data During Noise Measurements

Measurement Site	Autos	Medium Trucks	Heavy Trucks	Estimated Speed	Distance	Angle Right	Angle Left	Predicted Leq	Measured Leq	Diff. (+ or -)
No. 1 Umatilla Marina Park	303	13	54	45	1300'	-90	+70	48	48	0
No. 2 Site of Proposed POE	363	45	54	35	220'	-60	+60	58	59	-1
No. 3 Bridge and Walker Rd.	This measurement was taken to record ambient noise conditions in a rural area. Traffic was too irregular and distant for any possible correlation.								50	NA
No. 4 Residence near Northwestern Livestock Yard	85	0	3	45	450'	-90	+90	45	45	0

The acoustic environment of the I-82 corridor is varied. On the extreme north end of the project, highway and river traffic are the primary sources of noise. Further south, through the City of Umatilla, traffic noise and industrial noise dominate. Through the remainder of the project, farm machinery, light traffic, and farm animals are the predominate noise sources. Traffic noise again becomes part of the acoustical enviroment as the proposed highway nears I-84.

FUTURE NOISE LEVELS (NOISE CONTOUR DISTANCE)

The maximum distance from the roadway at which noise abatement criteria would not be exceeded was calculated for the Build alternative in year 1995. The distances are given in Table 5 for both the unshielded L_{eq} 62 dBA and L_{eq} 67 dBA noise contours. These distances represent "worst case" conditions, and do not consider the shielding of noise from terrain or structures.

The acoustical effects of ground cover were considered when calculating the noise contours. Areas covered by grass and light vegetation were considered to be acoustically soft (absorptive) sites, and absorb sound at a greater rate than an acoustically hard (reflective) site. The average drop off rate for sound over a soft site is 4.5 dBA per doubling of distance as compared to 3 dBA per doubling of distance over a hard site.

Columbia River - Interstate 84 (I-82)

TABLE 5

NOISE CONTOUR DISTANCES

Section	Predicted Unshielded Distance from Center Line of Roadway to L_{eq} 67 dBA† Noise Contour Year 1995 Build	Predicted Unshielded Distance from Center Line of Roadway to L_{eq} 62 dBA Noise Contour Year 1995 Build
Umatilla Br.- Umatilla Int.	170'	380'
Umatilla Int. Powerline Rd.	125'	290'
Powerline Rd.- Westland Rd.	110'	240'
Westland Rd.- I-84	125'	290'

The distances given in Table 5 help to identify areas impacted by traffic noise. The distances also aid in land use planning so that, in the future, receptors are not constructed in areas where land uses will conflict with highway noise levels.

TRAFFIC NOISE IMPACTS

Impacted properties refer to those properties which are predicted to exceed noise abatement criteria or significant increase criteria for particular land uses. Due to several noise mitigation measures detailed further in the Mitigation of Noise Impacts Section, very few properties are predicted to be impacted.

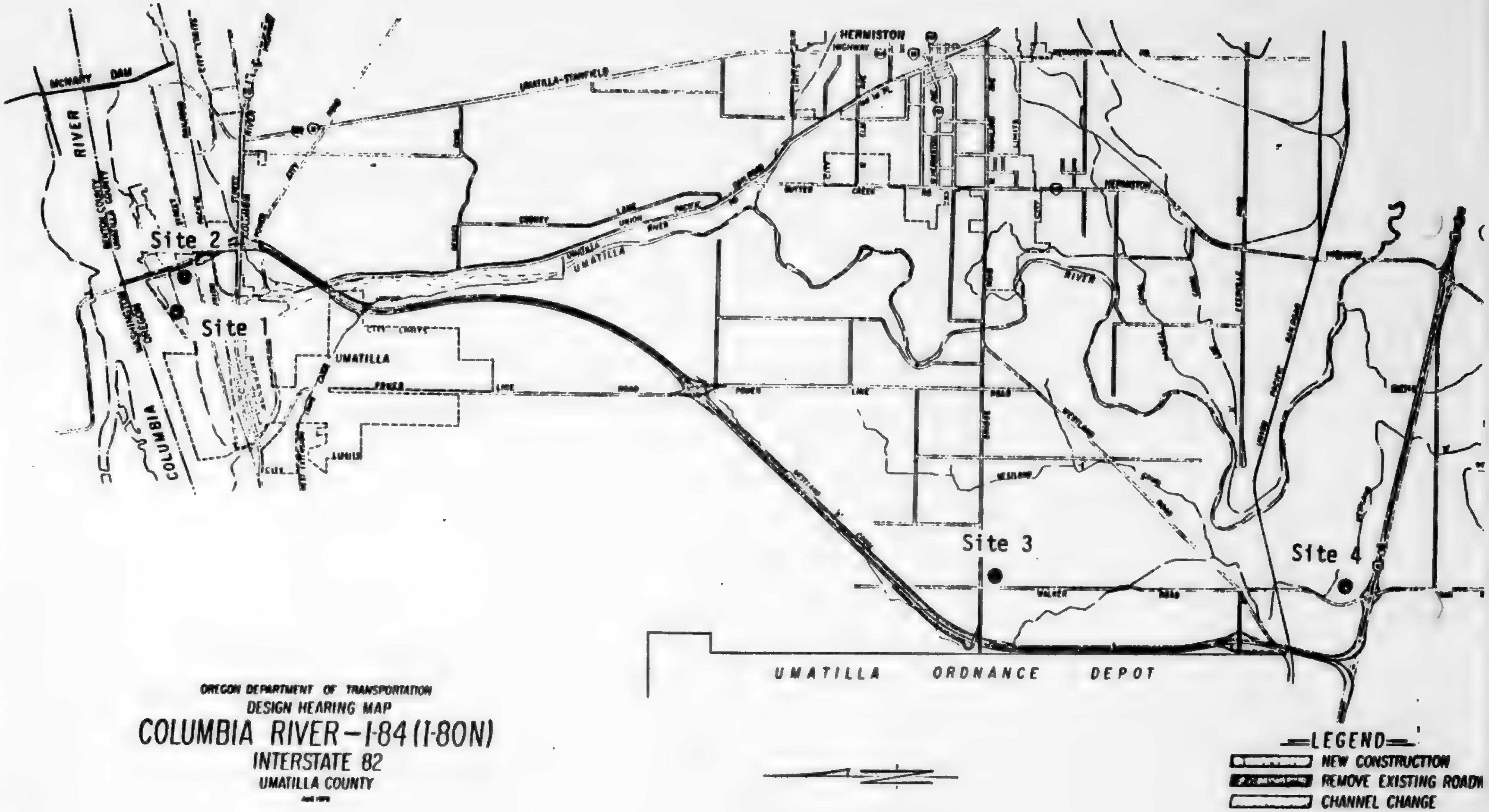
Farmhouses near the intersection of Bridge and Walker Road are only predicted to be exposed to noise levels of L_{eq}50 dBA-approximately the same as those which exist now. Prior to the latest alignment change noise levels at these houses would have increased substantially due to the construction of an interchange at this intersection.

Farmhouses near the intersection of I-82 and Power Line Road are predicted to be exposed to noise levels of L_{eq}57 dBA-an increase of 7 dBA over the existing noise level of L_{eq} 50 dBA. This increase is not considered an impact.

Farmhouses north of the Northwestern Livestock Yard are predicted to remain at the same noise level as today-approximately L_{eq}45 dBA. Noise levels may decrease further as a result of less traffic on Westland Road.

All predicted impacts occur on the northern end of the project, either within the City of Umatilla or in the vicinity of the proposed bridge crossing. Interior noise abatement criteria at five residential structures bordering Highway 14 (the existing Umatilla Bridge Ramp) are predicted to be exceeded in year 1995 (See Figure 7). The predicted noise level at the exterior of these structures is L_{eq}66 dBA with the Build Alternative, as compared to L_{eq}68 dBA for the No Build Alternative. There is no significant outdoor activity in this area.

COLUMBIA RIVER—INTERSTATE 84(I-82)
FIGURE 6-LOCAT. I OF NOISE MEASUREMENT SITES


McNARY DAM
RIVER
COLUMBIA
BENTON COUNTY
UMATILLA COUNTY
WASHINGTON
OREGON
Site 2
Site 1
UMATILLA
CITY LIMITS
UMATILLA-STANFIELD
HERMISTON
HIGHWAY
UMATILLA
RIVER
POWER LINE ROAD
Site 3
Site 4
UMATILLA ORDNANCE DEPOT
OREGON DEPARTMENT OF TRANSPORTATION
DESIGN HEARING MAP
COLUMBIA RIVER – I-84 (I-80N)
INTERSTATE 82
UMATILLA COUNTY
LEGEND
NEW CONSTRUCTION
REMOVE EXISTING ROAD
CHANNEL CHANGE

The first 1600 feet of Umatilla Marina Park and McNary Wildlife Park on either side of the proposed roadway are predicted to be exposed to a significant increase in noise levels of 10 dBA or greater. The predicted noise level at a point 1600 feet from the bridges in year 1995 is L_{eq}58 dBA compared to the existing L_{eq}48 dBA. The entire area within the zone 1600 feet on either side of the bridges is predicted to be impacted. However, the only noise sensitive area within this zone is a small picnic area of 3 to 4 tables on the east end of Umatilla Marina Park (See Figure 8).

Noise levels from the proposed truck POE are predicted to exceed DEQ noise standards for commercial and industrial property at six single family residences and two apartment complexes along Locust Street in the City of Umatilla (See Figure 9). One of the apartment complexes has six units and the other 10 units. The primary source of noise at the POE would be produced by trucks passing through the weigh scales. Additional noise would be produced by trucks idling at the parking lot or the load storage pier (See Figure 4). The load storage pier is where trucks are parked to lighten or shift their loads when violations occur.

Noise levels of heavy trucks typical of the interstate carriers that will be using the POE were measured near Portland, Oregon in January, 1981. These measurements, which were taken at 50 feet from the roadway, provided a data base from which to analyze noise impacts resulting from the POE. L_{eq}, L_1, L_{10}, and L_{50} noise levels were extrapolated from the measurements by using projected truck volumes at the POE. Table 6 shows the hourly existing and projected noise levels at the houses adjacent to the POE for a 24 hour period. During several hours of the day, the DEQ 10 dBA increase criteria will be exceeded.

The preceding discussion of noise impacted areas constitute all the receptors that would be affected by the construction of I-82. These receptors are those which existed in July 1980 when the field investigation was made. Impacted areas may change as new development occurs. However, since the date of public knowledge of the project occurred in 1976, new development will not be considered for noise mitigation.

TABLE 6
Columbia River - Interstate 84
Umatilla Highway POE
Hourly Existing and Projected Noise Levels

Time	Existing Noise Level (Leq)*	Year 2000 Projected Noise Level (Leq)**	Increase
6-7 AM	59 dBA	67 dBA	8 dBA
7-8 AM	59 dBA	68 dBA	9 dBA
8-9 AM	59 dBA	69 dBA	10 dBA
9-10 AM	56 dBA	69 dBA	13 dBA
10-11 AM	60 dBA	70 dBA	10 dBA
11-12 AM	59 dBA	69 dBA	10 dBA
12-1 PM	59 dBA	69 dBA	10 dBA
1-2 PM	58 dBA	69 dBA	11 dBA
2-3 PM	59 dBA	70 dBA	11 dBA
3-4 PM	59 dBA	70 dBA	11 dBA
4-5 PM	58 dBA	69 dBA	11 dBA
5-6 PM	59 dBA	68 dBA	9 dBA
6-7 PM	58 dBA	69 dBA	11 dBA
7-8 PM	57 dBA	67 dBA	10 dBA
8-9 PM	59 dBA	66 dBA	7 dBA
9-10 PM	56 dBA	66 dBA	10 dBA
10-11 PM	55 dBA	65 dBA	10 dBA
11-12 AM	53 dBA	63 dBA	10 dBA
12-1 AM	52 dBA	61 dBA	9 dBA
1-2 AM	50 dBA	58 dBA	8 dBA
2-3 AM	50 dBA	59 dBA	9 dBA
3-4 AM	50 dBA	59 dBA	9 dBA
4-5 AM	50 dBA	59 dBA	9 dBA
5-6 AM	55 dBA	65 dBA	10 dBA

*Projected from 16 Hour Manual classification count - June 7 and 8, 1978

**Projected from ODOT Traffic Analysis Unit, assuming a 20 year volume growth factor of 2.0, and assuming that the truck POE is constructed.

MITIGATION OF NOISE IMPACTS

In order to mitigate noise impacts at the areas identified in the NOISE IMPACTS section, the following noise abatement measures were evaluated for feasibility:

1. Prohibition or Time Restriction of Heavy Trucks- Probibiting and/or restricting heavy trucks for noise mitigation was considered impractical because I-82 is a major link in the Interstate system. Such a measure would interfere with the flow of interstate commerce, which is a major purpose of the roadway.

2. Modification of Speed Limits- Lowering speed limits to reduce traffic noise was considered impractical because such an action would be inconsistent with the overall project purpose.

3. Exclusive Lane Designation- Exclusive lane designations and other traffic control devices would not be feasible in this area.

4. Changes in Horizontal and Vertical Alignment- Changing both the horizontal and vertical alignment of the roadway in order to reduce noise impacts has already been done in several areas of the project. The original "J" corridor was initially selected because the alignment would potentially impact the fewest residences and properties. The Highway 730 O'xing in the City of Umatilla would impact fewer residences because of the elevated grade. The elevated grade would partially reduce noise levels by breaking the line of-sight to the lanes on the opposite

side of the roadway from which the residences are located. The elimination of the interchange at the intersection of Bridge and Walker Roads would reduce potential noise level increases at the cluster of residences in that area. The westward shift of the alignment into Umatilla Depot property would reduce potential noise level increases at residences along Walker Road. Finally, the reconstruction of the existing Westland interchange would have increased noise levels at several residences located adjacent to the frontage road south of I-84. The new proposed interchange located west of the existing Westland Road interchange would not impact any residences.

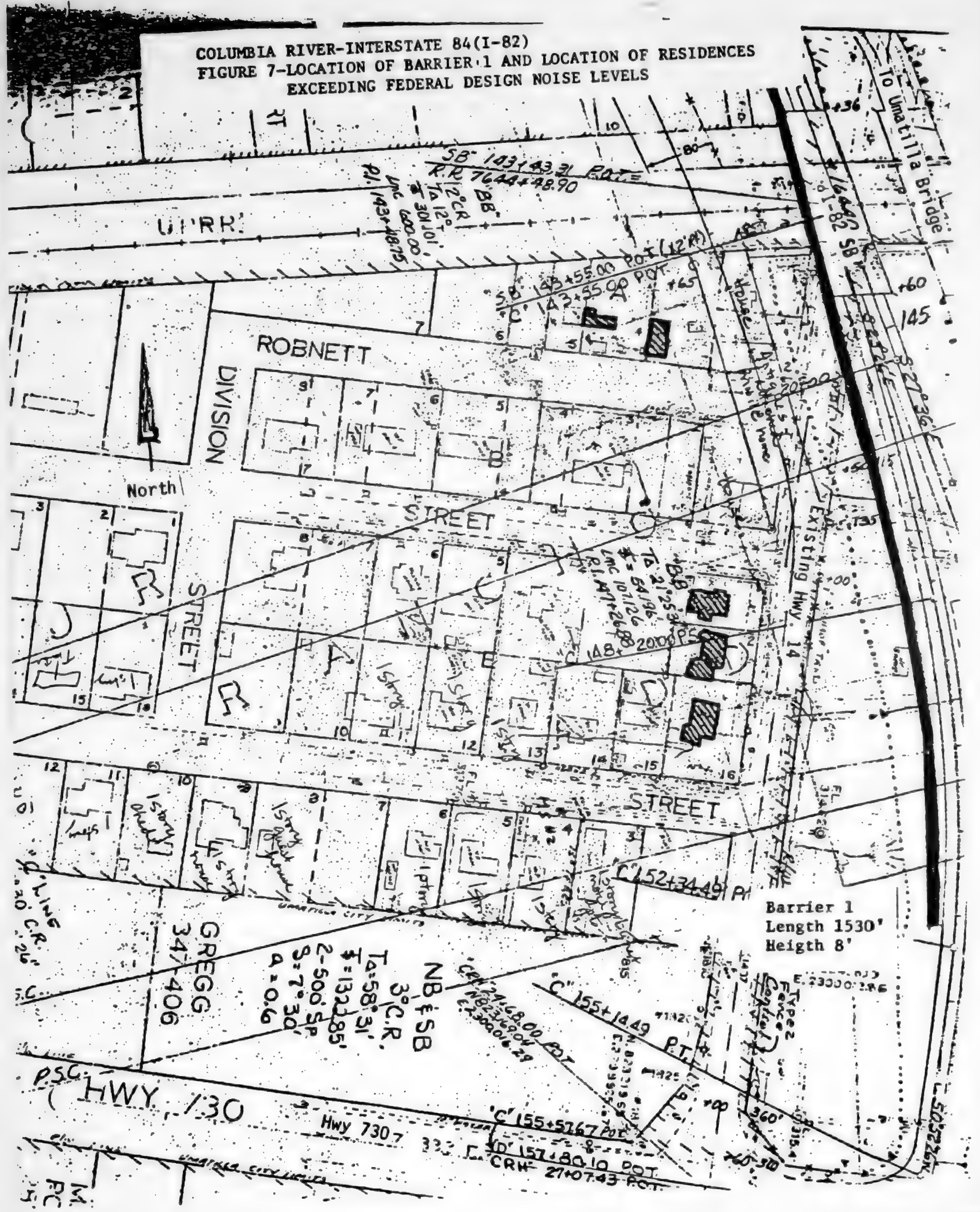
5. Construction of Noise Barriers- After all other mitigative measures detailed in this section were exhausted, 11 single family residences and 2 apartment complexes, as well as a portion of Umatilla Marina Park still remained impacted. Noise levels at these locations are predicted to exceed either noise abatement criteria DEQ regulations, or significant increase criteria. The final step to evaluating noise mitigation was the investigation of noise barriers as a means of reducing highway related noise.

Noise barriers, to be regarded as practical, must effectively reduce noise levels, be aesthetically pleasing, and be cost effective. In order to be cost effective, the benefits derived from mitigation must be judged to outweigh the cost of the barrier or other adverse effects. Table 7 describes the costs and noise characteristics of the potential noise barriers in detail. Figures 7, 8, and 9 show the location of the impacted properties and the noise barriers investigated for mitigation. Each of the barriers that were investigated are evaluated in detail in this section.

Barrier 1 - Barrier 1, an 8-foot high shoulder barrier, was investigated to mitigate noise levels at five residences adjacent to the existing Umatilla Bridge ramp (See Figure 7) within the City of Umatilla. Future noise levels at the five residences are predicted to be 2 dBA less than corresponding noise levels under the No Build Alternative. The abandonment of the existing Umatilla Bridge Ramp and the rerouting of bridge traffic to the elevated I-82 would be responsible for the decrease. However, interior noise abatement criteria are still predicted to be exceeded even with the decrease.

The cost of Barrier 1 is excessive and is judged to outweigh the benefits that would be derived from mitigation. In addition, without Barrier 1, predicted noise levels at these houses will be lower with the Build alternative than with the No Build alternative. Interior noise abatement criteria will only be exceeded during the summer months - when the windows are open. Therefore Barrier 1 is not recommended for inclusion into the project plans and specifications.

Barrier 2- Barrier 2, a 2 1/2 foot concrete shoulder barrier on the southbound Umatilla Bridge, was investigated to



COLUMBIA RIVER-INTERSTATE 84(I-82)
FIGURE 7-LOCATION OF BARRIER 1 AND LOCATION OF RESIDENCES
EXCEEDING FEDERAL DESIGN NOISE LEVELS

To Umatilla Bridge
I-82 SB
U.P.R.R.
ROBNETT
DIVISION
STREET
STREET
STREET
North
Existing Hwy 14
GREGG
347-406
NB & SB
3° C.R.
HWY. 730
Hwy 730
145
Barrier 1
Length 1530'
Heigth 8'

mitigate noise levels in Umatilla Marina Park (See Figure 8). A small picnic area in the eastern portion of the park is predicted to be exposed to noise levels 10 dBA greater than existing noise levels by year 1995. The barrier would reduce noise levels by 2 dBA at the picnic area.

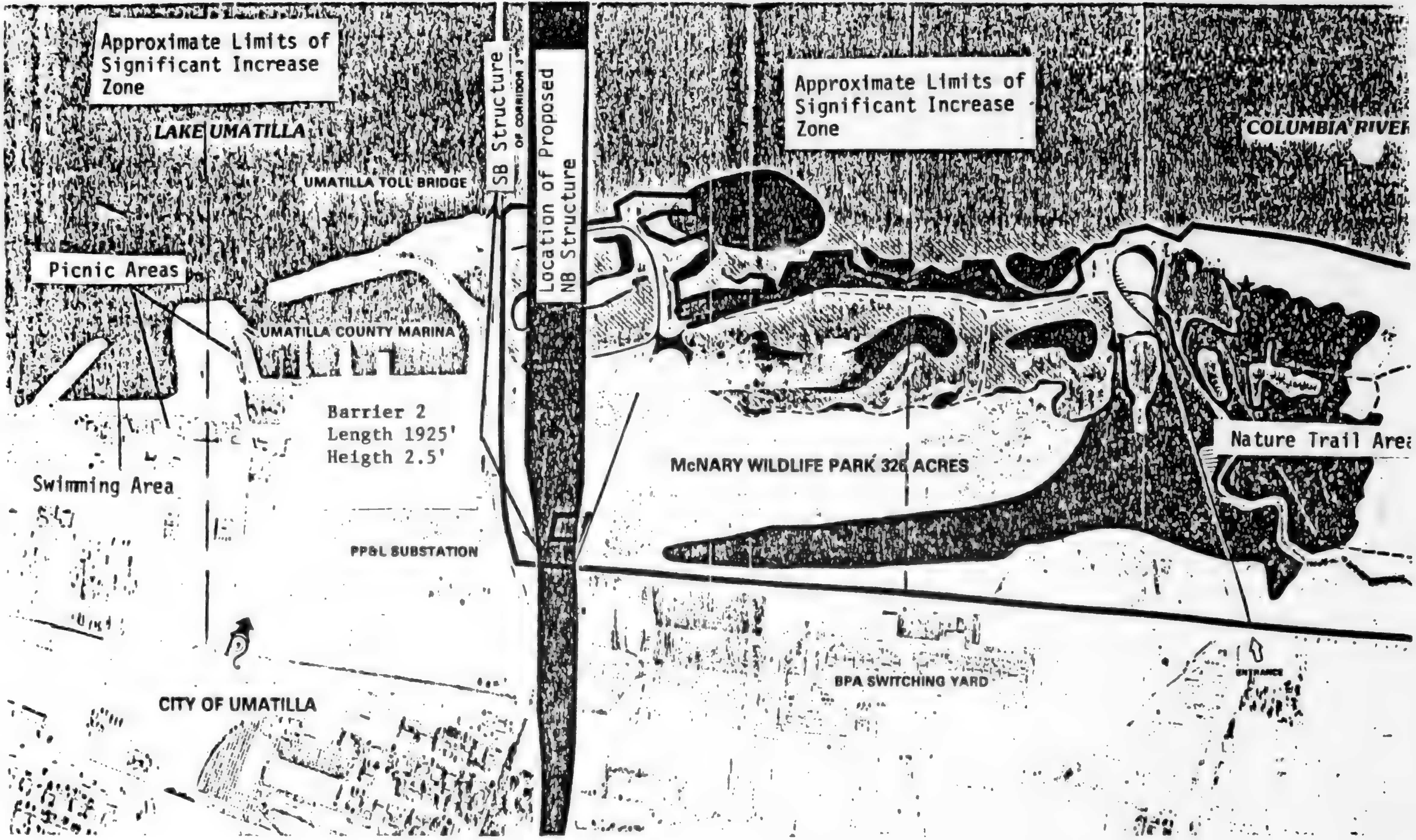
The most feasible design for a barrier would be a metal wall attached to the edge of the bridge. The cost of this barrier would be $107,000.

A metal wall attached to the bridge would not be aesthetically pleasing. Blowing snow could pile up behind the wall during the winter months, causing a hazardous driving condition. Also, the predicted noise level at the picnic area, L_{eq} 58 dBA, does not exceed noise abatement criteria even though the noise level does constitute a significant increase over existing noise levels.

For these reasons, Barrier 2 would not be practical. Barrier 2 is not recommended for inclusion into the project plans and specifications.

Barrier 3- Barrier 3 was investigated to mitigate noise levels resulting from the proposed truck POE at the Umatilla Interchange (See Figure 9). As a result of the proposed POE, noise levels at six single family residences and two apartment complexes are predicted to exceed noise abatement criteria and DEQ standards. There are 16 units in the two apartment complexes. Six different alternatives for Barrier 3

COLUMBIA RIVER-INTERSTATE 84(I-82)
FIGURE 8-LOCATION OF BARRIER 2 AND AREAS OF
SIGNIFICANT NOISE INCREASE

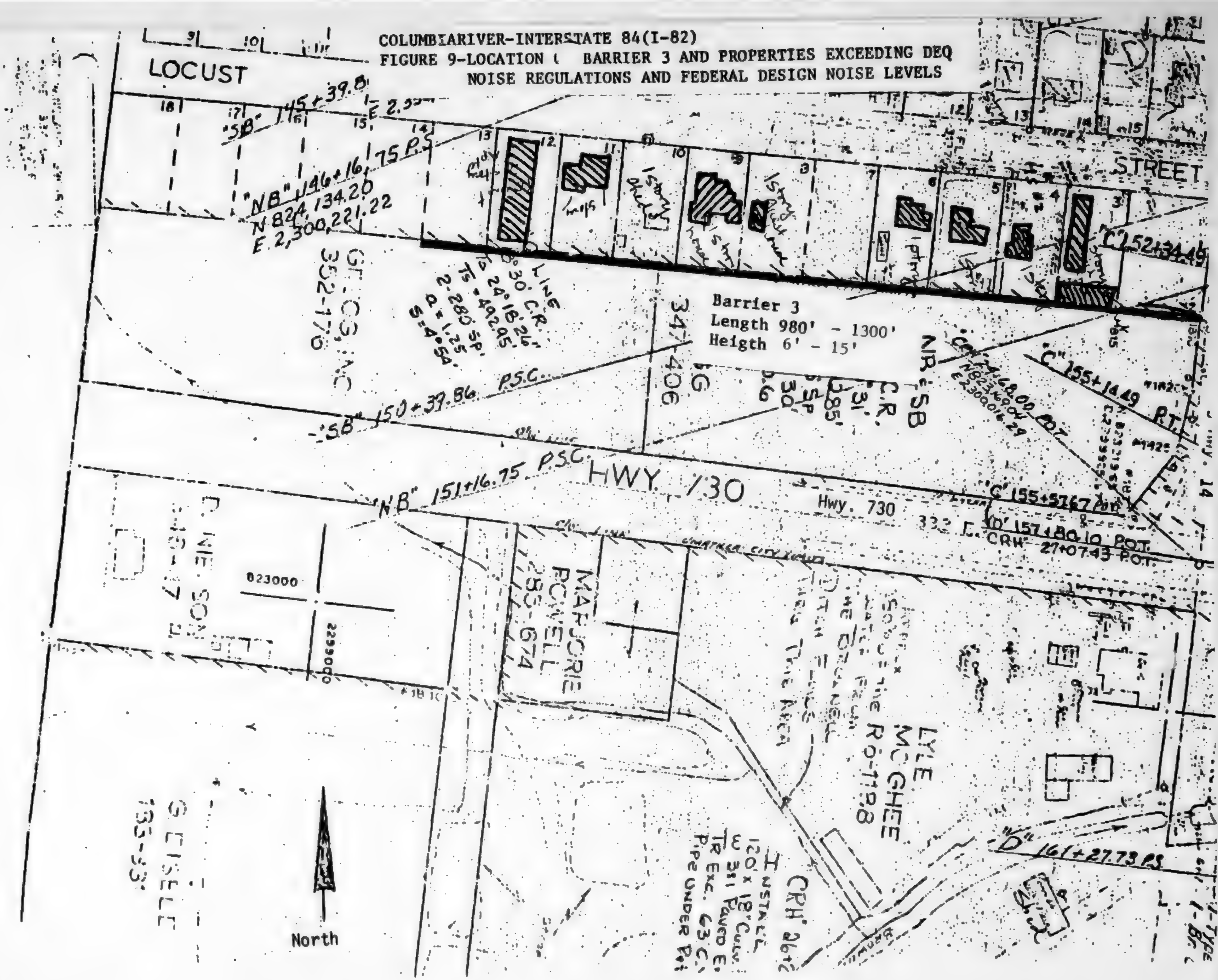

North
Approximate Limits of Significant Increase Zone
LAKE UMATILLA
UMATILLA TOLL BRIDGE
SB Structure
OF CORRIDOR J
Location of Proposed NB Structure
Picnic Areas
UMATILLA COUNTY MARINA
Barrier 2
Length 1925'
Heigth 2.5'
Swimming Area
PP&L SUBSTATION
CITY OF UMATILLA
Approximate Limits of Significant Increase Zone
COLUMBIA RIVER
McNARY WILDLIFE PARK 326 ACRES
Nature Trail Area
BPA SWITCHING YARD
ENTRANCE

were studied. The alternatives are labeled 3A, 3B, 3C, 3D, 3E and 3F in Table 7.

Barrier 3A would mitigate the ground floor of all affected residences but would not be high enough to mitigate the second floor of five two-story units. Barrier 3B would mitigate all the existing dwelling units but would not provide mitigation for possible future development. Barrier 3C and 3D would provide similar noise reduction for existing and future development, but Barrier 3C would cost $80,000 more. Barrier 3D is considered to be the most aesthetically pleasing because the berm portions of the barrier could be seeded and mulched to blend with other vegetation in the area. Barriers 3E and 3F are lower height alternative barriers designed primarily to decrease the noise increase below 10 dBA.

However, the first four barrier alternatives would have a negative impact on the residences in that the appearance would be obtrusive. Federal Highway Administration Report No. FHWA-RD-76-58, Noise Barrier Design Handbook, recommends that a sound barrier be located at least twice, and preferably more than four times its height from residences to avoid being visually dominant. None of the first four barrier alternatives meet that criteria at the two apartment complexes or the majority of the residences. However, both Barriers 3E and 3F would meet that design criteria. Since the mitigation characteristics of Barriers 3E and 3F are nearly the same, Barrier 3F is recommended for inclusion into the project plans and specifications as a partial mitigation measure, primarily because it is the most cost effective and feasible barrier. Barrier 3F also satisfies DEQ standards.

COLUMBIARIVER-INTERSTATE 84(I-82)
FIGURE 9-LOCATION (BARRIER 3 AND PROPERTIES EXCEEDING DEQ NOISE REGULATIONS AND FEDERAL DESIGN NOISE LEVELS


LOCUST
STREET
"SB" 145+39.8
"NB" 146+16.75 P.S.
N 824,134.20
E 2,300,221.22
Barrier 3
Length 980' - 1300'
Heigth 6' - 15'
C" 152+34.49
C" 155+14.49 P.T.
C" 154+68.00 POT.
"SB" 150+39.86 P.S.C.
"NB" 151+16.75 P.S.C.
HWY. 730
Hwy. 730
C" 155+51.67 POT.
D" 157+80.10 POT.
CRH" 27+07.43 P.O.T.
"D" 161+27.73 P.S.
GREGG, INC
352-176
347-406
NB & SB
C.R.
MARJORIE
POWELL
285-674
LYLE
MC GHEE
R6-1198
CRH" 26+
INSTALL
120' x 18" Culv.
W 381 Paved E.
TR Exc. 63 C.
Pipe UNDER Pvt
D. NIELSON
G. EISELE
823000
2299000
North

Columbia River - Interstate 84 (I-82)

TABLE 7

Evaluation of Sound Barriers on I-82 Project

Barrier	Location	Length	Height	dBA Reduction	Receptors Mitigated	Total Cost	Cost per Dwelling Unit	Cost per dBA per Dwelling Unit	Recommended
1	"SB" 136+70 to "C" 152+00 Right (Concrete Shoulder Barrier)	1530'	8'	5 dBA	5	$316,000	$63,000	$13,000	No
2	Umatilla Bridge Southbound lanes (Concrete & Metal Shoulder Barrier)	1925'	2 1/2'	2 dBA	NA	$107,000	NA	NA	No
3A*	Truck Port of Entry (Concrete Wall)	980'	10'	5-7 dBA	17	$170,000	$10,000	$1,600	No
3B*	Truck Port of Entry (Concrete Wall)	980'	15'	5-7 dBA	22	$245,000	$11,000	$1,900	No
3C*	Truck Port of Entry (Concrete Wall)	1190'	15'	5-7 dBA	22	$300,000	$14,000	$2,000	No
3D*	Truck Port of Entry (Wall-Berm Combination)	1190'	15'	5-7 dBA	22	$220,000	$10,000	$1,500	No
3E *	Truck Port of Entry (Concrete Wall)	1300'	8'	4-5 dBA	17	$65,000	$ 3,800	$1,000	No
3F*	Truck Port of Entry (Concrete Wall)	1300'	6'	4-5 dBA	17	$45,000	$ 2,700	$ 700	Yes

*These walls are different alternatives of walls in the same approximate location.

Finding another location for the POE was investigated as an alternate mitigation measure. It was found that the existing location would provide the best access for trucks headed south on I-82 and west on Highway 730. Moving the POE to the east would increase the distance these trucks would have to travel. There would not be adequate room to construct a POE between the interchange legs. There would not be room to construct the POE south of Highway 730 because a large commercial truck stop already occupies that area. Therefore moving the POE to an alternate location was judged unfeasible.

Moving the location of the load storage pier (See TRAFFIC NOISE IMPACTS Section) was also investigated as an alternate mitigation measure. Since trucks would be the closest to the impacted residences when moving through the load storage pier, moving the load storage pier further from the houses would lessen the impact. However, the location of the load storage pier is designed so that the Weighmasters can observe the area at all times. This is to ensure that the truckers comply with the weight regulations. Therefore moving the load storage pier was judged unfeasible.

Buying the existing residences on Locust Street to obtain a noise "buffer zone" was also investigated as a noise mitigation measure. The Right-of-Way Section estimated the cost at $200,000. However, FHWA regulations prohibit the purchase of houses for purposes of noise mitigation. The purchase of the houses would remove the shielding presently offered to the next row of houses further north. Therefore this mitigation alternative was judged unfeasible.

The area affected by the truck POE is an area of changing land use. Although the majority of the lots are zoned R-3 (urban-residential), this land is designated commercial on the City of Umatilla Comprehensive Plan.* Lots 11 and 12 have already been annexed into the city as commercial property.**

Barrier 3F is the only noise mitigation measure that would be practical for this area. Since this is an area of changing land use, and property affected by the POE may be converted into commercial property (which is not noise-sensitive) in the future, Barrier 3F is recommended in this area as a partial mitigation measure.

SUMMARY

After all feasible noise mitigation was evaluated and recommended, several properties on the project are still predicted to be impacted by traffic noise in the future. Eleven single family residences, two apartment complexes (with 16 dwelling units), and a small portion of Umatilla Marina Park are predicted to exceed federal noise abatement criteria, even though DEQ Noise Control Regulations are satisfied. Barrier 3F, 1300 feet in length and six feet in height is recommended along the north side of the port of entry as a partial mitigation measure.

*As per telephone conversation with Umatilla City Manager, 10-15-80.

**As per telephone conversation with Umatilla County Zoning Administrator, 10-15-80.

CONSTRUCTION NOISE

Construction noise is expected to create a temporary adverse noise condition on this project. However, construction noise rarely occurs in any one location for an extensive length of time.

Actual construction noise levels vary so much from project to project that the levels are difficult to predict accurately. Therefore, the discussion is limited to the listing of noise emission levels for common construction equipment. Table 8 provides this information. The construction equipment in Table 8 is grouped according to mobility and operating characteristics.

In order to mitigate noise levels on this project, the following construction noise abatement measures will be included in the project construction specifications:

1. No construction shall be performed within 1,000 feet of an occupied dwelling unit on Sundays, legal holidays and between the hours of 10:00 p.m. and 6:00 a.m. on other days without the approval of the engineer.

2. All equipment used shall have sound control devices no less effective than those provided on the original equipment. No equipment shall have an unmuffled exhaust.

3. All equipment shall comply with pertinent equipment noise standards of the U.S. Environmental Protection Agency.

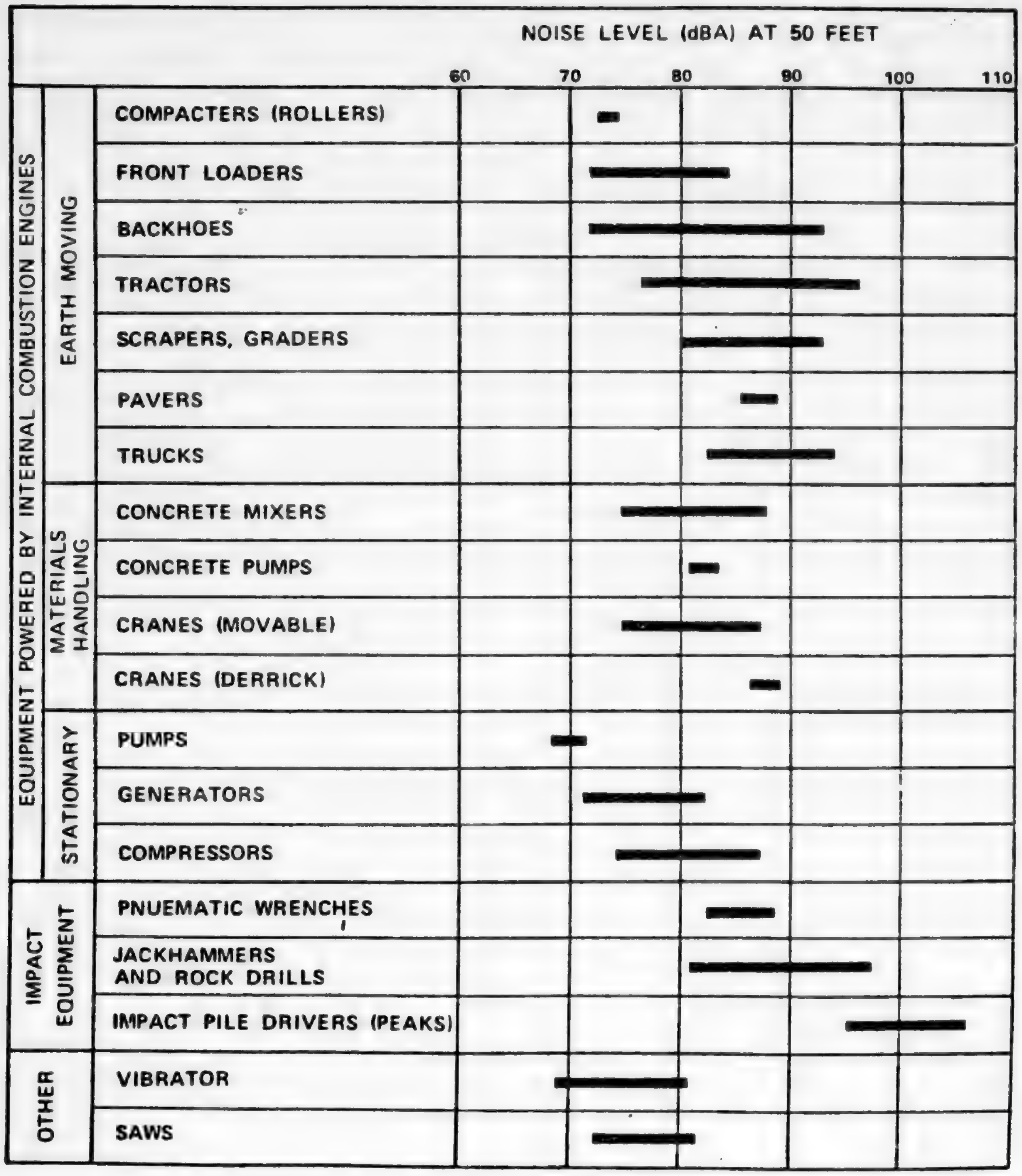
4. No pile driving or blasting operations shall be performed within 3,000 feet of an occupied dwelling unit on Sundays, legal holidays, and between the hours of 8:00 p.m. and 8:00 a.m. on other days, without the approval of the engineer.

5. Rock crushing or screening operations performed within 3,000 feet of an occupied dwelling shall block the direct view of the affected dwelling units through the strategic placement of material stockpiles or as directed by the engineer.

COLUMBIA RIVER - INTERSTATE 84(I-82)

TABLE 8

CONSTRUCTION EQUIPMENT NOISE RANGES



Should a specific noise impact complaint occur during the construction of the project, the contractor at his own expense may be required to implement one or more of the following noise mitigations as directed by the engineer.

1. Locate stationary construction equipment as far from nearby noise sensitive properties as possible.
2. Shut off idling equipment.
3. Schedule noisy construction operations near the middle of the day.
4. Notify nearby residents whenever extremely noisy work will be occurring.
5. Install permanent or portable acoustic barriers around stationary construction noise sources.

LOCAL COORDINATION

To date, no communication has taken place with local officials concerning the project noise impacts.

A copy of this report as well as a copy of FHWA policy regarding limitations on noise mitigation for further development will be forwarded to the City of Umatilla and to Umatilla County. These reports will assist local jurisdictions in land use planning for both developed and undeveloped properties in the immediate vicinity of the project. The information contained herein can be used by local planning agencies to protect future land use development from becoming incompatible with anticipated highway noise levels.

Mitigation of noise impacts on any undeveloped land will be the responsibility of the City of Umatilla, Umatilla

County, and the developer. Noise contour distances contained in this report will aid in determining where noise conflicts will occur. Traffic noise from I-82, the new interchange ramps, and the truck POE should be considered prior to any new development. If traffic noise is or will be a problem, the developer should be requested to solve the problem as a prerequisite to plat approval. Noise impacts can be mitigated by future developers through appropriate application of building setbacks, site design, sound barriers, and acoustical treatment of structures. In this manner, noise abatement becomes a design and construction requirement for any new development.

LCDC STATEWIDE PLANNING GOALS AND GUIDELINES

The Air, Water, and Land Resources Quality goal is to maintain and improve the quality of the air, water, and land resources of the state. Noise is addressed in the "Waste and Process Discharges" section of LCDC guidelines. New developments must not threaten to violate or violate applicable state or federal environmental quality statutes, rules, and standards. In the absence of an applicable State noise standard, for purposes of review with respect to LCDC coordination, this report has been prepared in accordance with FHWA FHPM 7-7-3. In doing this, the Federal noise standards have been met.

77-7

TRA 7 70-9 N

STATE OF OREGON
Highway - Traffic 378-6537

INTEROFFICE MEMO

TO: D. O. Christensen
Final Design Engineer

ATTN:
Fred Eriksen

DATE: December 22, 1980

FROM: L. E. George
Traffic Engineer

SUBJECT: Comments Concerning Drop Arm Gates
Columbia River Bridge-Old Oregon Trail Highway
McNary Highway
Umatilla Highway

This office was asked to make a recommendation as to the need for deceleration lanes at the Union Pacific Railroad grade crossing of the Umatilla Branch tracks and the proposed detour associated with the subject project. This was forwarded by your letter of November 21, 1980.

The question has now been raised as to the need for drop arm gates for this location. At the time of our original consideration, we assumed that the Public Utility Commissioner would require such treatment. Several reasons can be given for such an assumption:

1. This grade crossing will be immediately adjacent to a fill which will seriously reduce sight distance.

2. The facility will remain in operation after completion of the project under county jurisdiction. There are nighttime switching maneuvers and approximately 6,000 vehicles per day during construction.

Although this office cannot predict the Public Utility Commissioner's order content, it is assumed that an active protection device will be required as a part of the approval of the new grade crossing. This office concurs if this is the eventual outcome.

L. E. George
L. E. George
Traffic Engineer

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Cole
Watson
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Leu
Hager
Dorn
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BY FINAL DESIGN ENGINEER
Proceed with plans for drop arm gates. DOC

DKH:kr
bc: W. E. Schwartz
Roger Trygstad
R. D. Hector

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SP*75683-125

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STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16-1

TO: MEMO TO THE FILE

DATE: December 11, 1980

Fred Eriksen

FROM: Fred Eriksen
Design Engineer Supervisor

SUBJECT: Columbia River Bridge-Old Oregon Trail Highway
~~McNary Highway~~
Umatilla County

Bob Hector, Region Construction Engineer, called me on December 8, 1980 regarding the proposed frontage road crossing of the Union Pacific railroad. I was informed he had investigated the extent of the train movements and found there are usually four, occasionally five, switching moves a week, in the evenings.

The Region does not feel the low volume and timing of the railroad switching movements warrant the installation of railroad signals and drop arms at the crossing.

The Traffic Section reviewed the proposed crossing, which will be used as a detour for the Umatilla Bridge Spur route, and recommended by letter of November 21, 1980 that railroad signals and drop arms be provided.

The proposed detour for the Umatilla Bridge Spur route traffic (via the frontage road) may be used for a period of about 15 months.

FE:ja

cc L. E. George - Please review your original recommendation to see if Region's comments change anything.
R. D. Hector
Roger Trygstad

suggest going with railroad signals LEG ✓

REFERRED TO
Beard Stoudenmeyer
Cole Mann
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STATE OF OREGON

Highway - Traffic

INTEROFFICE MEMO

TRA 7

TO: Fred Eriksen
Design Engineer Supervisor

DATE: November 20, 1980

FROM: L. E. George
Traffic Engineer

SUBJECT: Haul Road Structure
Columbia River-Interstate 84
Interstate 82
City of Umatilla

As you requested, we have reviewed subject plans with respect to deleting the planned haul structure in favor of an at grade crossing.

The at grade crossing will work using a traffic signal manually controlled. The manually controlled signal would allow any build up of traffic to be cleared by stopping the haul vehicles. The location of the proposed crossing we used to make our assumptions is where the 'A' and 'B' lines of the Umatilla Interchange intersect the Columbia River Highway 750 feet east of Sharps Corner. The installation of a temporary signal at the haul road location would be a great savings over constructing a haul road structure that would have to be removed later.

L. E. George

L. E. George
Traffic Engineer

JB:ds

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ROAD DESIGN SECTION

DES 16-1

W. E. Schwartz
Region V Engineer

November 17, 1980

ORIGINAL SIGNED
DUANE O. CHRISTENSEN
Duane O. Christensen
Final Design Engineer

Columbia River Bridge-Umatilla River Section
McNary Highway
Umatilla County

We have been investigating the access proposed for the remainder of the A. L. Conforth property (20+ acres). This parcel lies north of the Columbia River Highway and east of the proposed freeway.

The location plan proposed constructing an access road on railroad right-of-way, on the south side of the tracks. Roger Trygstad, Railroad and Utility Engineer, advises us the railroad would not accept this arrangement. The access could be constructed outside the railroad right-of-way but the structure length and cost would be increased.

It seems that an access could be constructed from the Columbia River Highway on a strip of land acquired by purchase or easement from the Lanham or Fife properties for much less cost.

On the attached sheets we have shown the proposed access routes and a cost estimate for each. The route along the railroad under the structures is $153,475. The route through Lanham is $10,173.

If you agree with our reasoning to this point, please ask your Right-of-Way unit to evaluate the access problem.

Please advise us if we should proceed to acquire access through the Lanham property. We will need a copy of Lanham's deed to prepare a description.

FE:ja

Attachments

cc Fred Eriksen

1 Verstaeg ✓
Anderson
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Sullivan
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3 Wekand

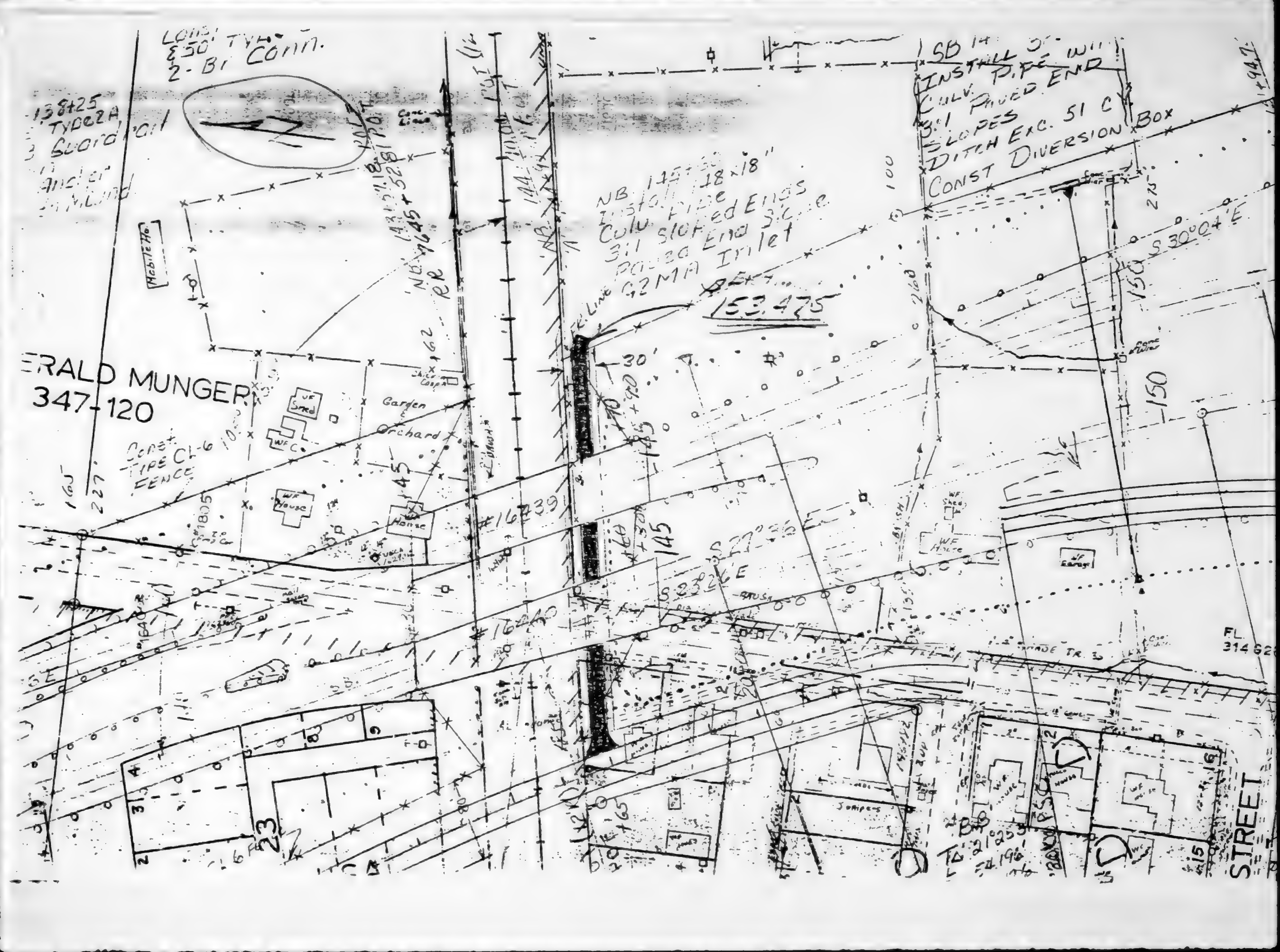
RECEIVED
1, 1980
ROAD DESIGN SECTION
Action

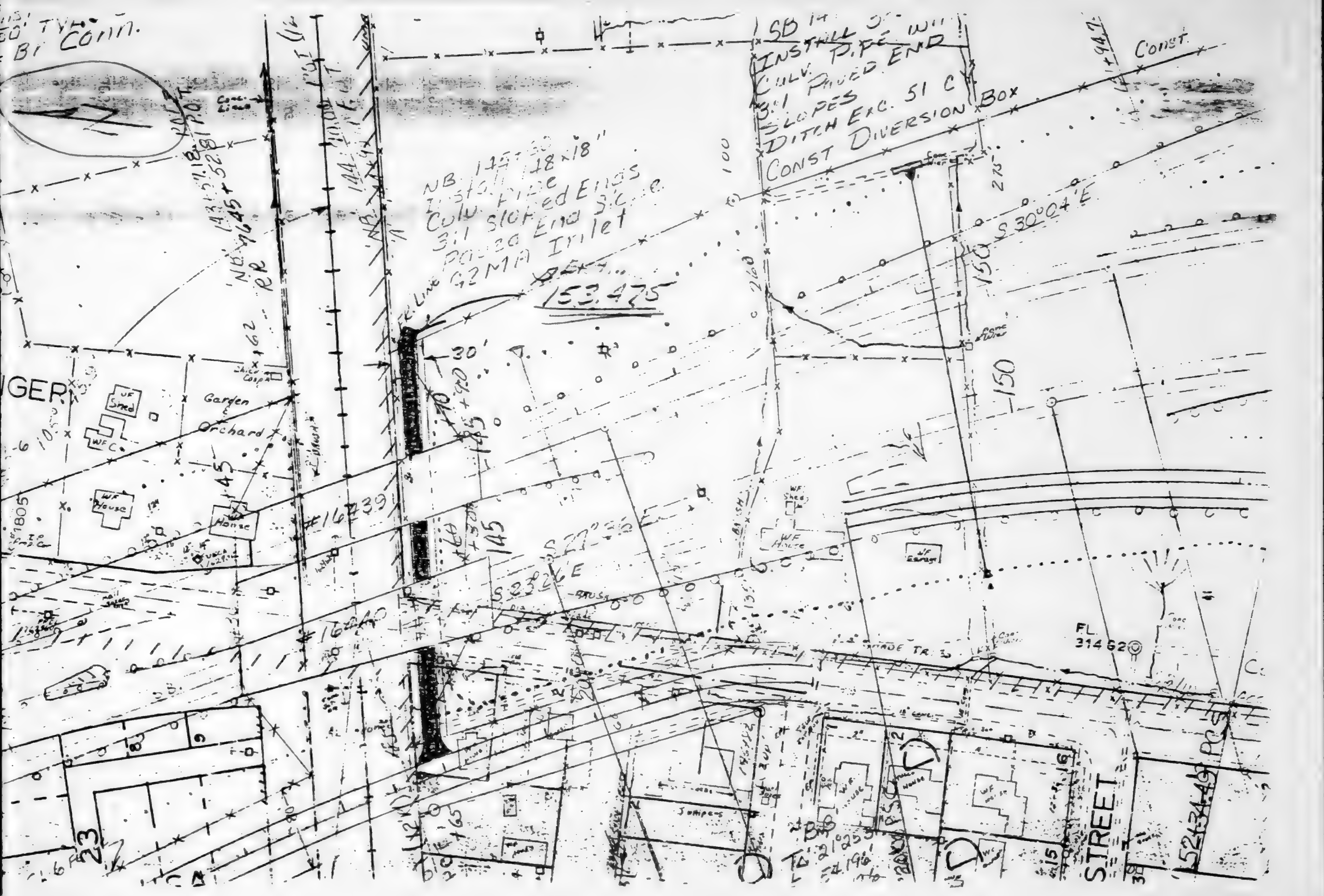
OREGON STATE HIGHWAY DIVISION
QUANTITY SUMMARY & COST ESTIMATE

[illegible] Structures Sheet 1 of 2 Sheets

Section Columbia R. - Umatilla R. - I-82 (Unit 1)
Highway ________ County [illegible] Prefix ________
Length [illegible] Miles ________ Designer ________ Date 11-7-80
Signed ________ Title ________

Grading & Drainage		$ 1,369.0
Surfacing		$ 3,640.0
Extra Work		
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
TOTAL EXTRA WORK		$
TOTAL		$ 5,009.0
+12½% Engineering and Contingencies		$ 626.0
Structures		
NB (36' × 20') × (64.0 × 1.4) Length	$ 68,992	
SB (44' × 20') × (64.0 × 1.4)	$ 78,848	
	$	
	$	
TOTAL STRUCTURES		$ 147,840.0
Right of Way		$ —
TOTAL ESTIMATED COST		$ 153,475.0


Const. Typ. E50 2-Bi Conn.
138+25 Type 2A 3 Guard rail
Mobile Ho.
RR 7645+52.81 P.O.T.
NB 143+71.18
144+00.00 P.O.T.
NB
NB 145+50 Install 18 x 18" Culv. Piped Ends 3:1 Slotted End Slope Paved End Slope G2MA Inlet
153.475
SB 14 Install 5' Culv. Pipe with 3:1 Paved End Slopes
Ditch Exc. 51 C
Const Diversion Box
100
260
275
150
S 30°04'E
+94.7
30'
145+20
145
+30
#16439
#16440
S 23°26'E
S 27°36'E
ERALD MUNGER
347-120
Garden
Orchard
Const Type CL-6 Fence
162
165
227
FL.
314.62
STREET
23
Jumpers
Trade TR. 3



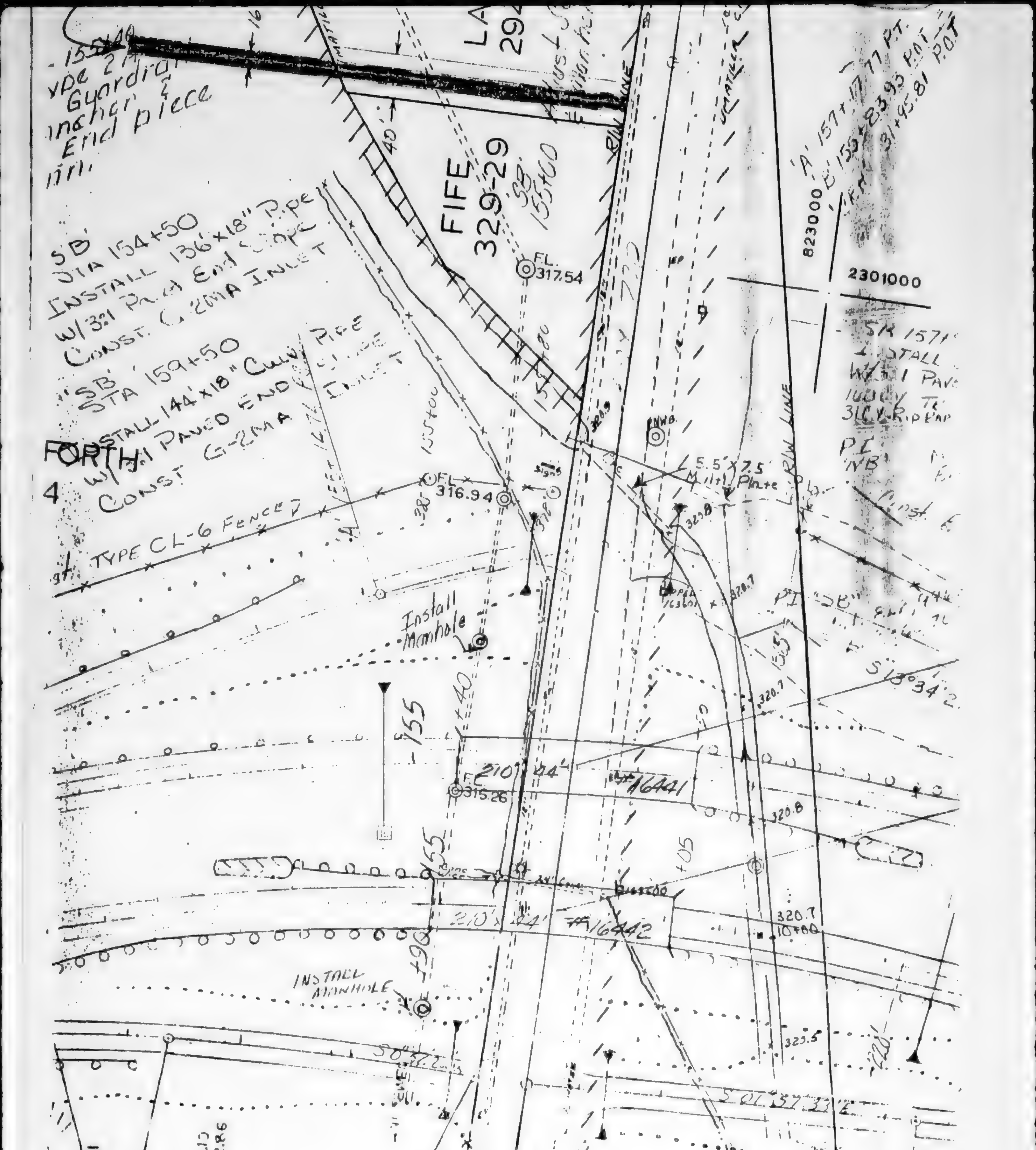
50' TYP.
Bi Conn.
Conc. Lines
NB 143+57.18 P.O.T.
RR 7645+52.81 P.O.T.
P.O.T. (U
144+00.00 P.O.T.
NB 144+
SB 14
INSTALL 5' Wi
CULV. PIPE END
3:1 PAVED END
SLOPES
DITCH EXC. 51 C
CONST DIVERSION Box
NB 145+30
Install 18"x18"
Culv. Pipe
3:1 Sloped Ends
Paved End Slope
G2MA Inlet
153.475
100
260
275
150
150
S 30°04'E
S 27°36'E
S 23°26'E
30'
145+20
70
145
145+30
144
162
#16239
#16240
Garden
Orchard
WF Shed
WF C.
WF House
House
WF Garage
Conc. Wall
Shade Trs.
FL 314.62
STREET
52+34.49 P.C.
P.C.
Beg
Δ 21°25'
T 196'
D
GER
Const.
94.7
1805
6
8
16
15
2
3
165
23
Jumpers

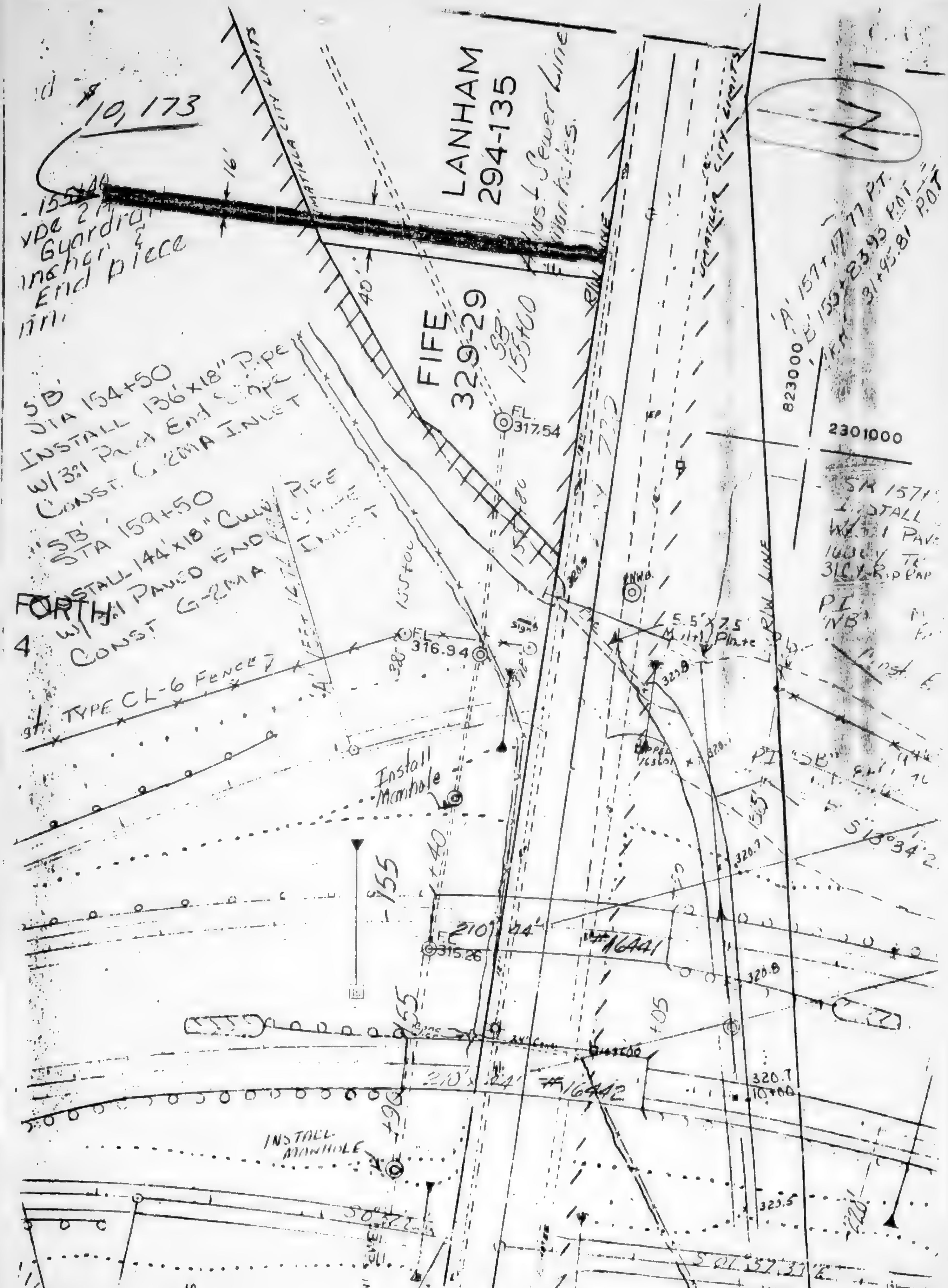
OREGON STATE HIGHWAY DIVISION
QUANTITY SUMMARY & COST ESTIMATE

[illegible] Access Van Lanham Property Sheet 1 of 2 Sheets

Section [illegible] R. – Umatilla R., I-82 (Unit 1)
Highway ______ County Umatilla Prefix ______
Length .050 Miles ______ Designer ______ Date 11-7-80
Signed ______ Title ______

Grading & Drainage		$ 2,717
Surfacing		$ 4,210
Extra Work		
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
	$	
TOTAL EXTRA WORK		$
TOTAL		$ 6,927.0
+12½% Engineering and Contingencies		$ 866.0
Structures		
	$	
	$	
	$	
	$	
TOTAL STRUCTURES		$ —
Right of Way 40'×260' ÷ 43,560 × ($10,000.00 per Acre) =		$ 2,380.0
TOTAL ESTIMATED COST		$ 10,173.0

-155+40
ype 27
Guardrail
Anchor &
End piece
16
40
LA
29
FIFE
329-29
SB
155+00
FL.
317.54
R/W LINE
UMATILLA
'A' 157+17.77 P.T.
'E' 155+23.93 P.O.T.
L.F.M. 31+95.81 P.O.T.
823000
2301000
SB
STA 154+50
INSTALL 136'x18" Pipe
w/3:1 Paved End Slope
Const G-2MA Inlet
"SB"
STA 159+50
INSTALL 144'x18" Culv Pipe
w/3:1 Paved End Slope
Const G-2MA Inlet
FORTH
4
TYPE CL-6 Fence
155+00
FL
316.94
Signs
SB 157+
INSTALL
W/3:1 Pave
100 CY
31 C.Y. Rip Rap
PI
"NB"
Inst
NWB
5.5'x7.5'
Multi Plate
320.8
320.7
R/W LINE
PI "SB"
Install
Manhole
S 13°34'2
155
155+40
210' 44'
#16441
FL
315.26
320.8
155
+05
210' x 24'
#16442
320.7
10+00
+90
INSTALL
MANHOLE
320.5
S 01°57'33"E
Parking
Lot
E 823418.13
N 2300086
Const Type CL-6
Fence
Access Control
FL
315.41
321.1
14.07
1810


#10,173
-155+40
vpe 2
Guardrail
Anchor &
End piece
16'
UMATILLA CITY LIMITS
LANHAM
294-135
Mass L Sewer Line
Mtn. Poles
UMATILLA CITY LIMITS
N
'A' 157+17.77 PT.
'B' 155+83.95 P.O.T.
'F.K.' 31+95.81 P.O.T.
823000
2301000
40'
FIFE
329-29
'SB' 155+60
R/W LINE
"SB"
STA 154+50
INSTALL 136'x18" Pipe
w/3:1 Paved End Slope
CONST. G-2MA INLET
FL 317.54
"SB"
STA 159+50
INSTALL 144'x18" Culv Pipe
w/3:1 PAVED END Slope
CONST G-2MA Inlet
FORTH
4
155+00
"SB" 157+
INSTALL
W/3:1 Pave
160 C.Y.
31 C.Y. Rip Rap
P.I.
'NB'
Inst.
FL 316.94
TYPE CL-6 FENCE
MWB
5.5' x 7.5' Mult Plate
R/W LINE
PI "SB"
S 13°34'2
Install Manhole
155
+40
320.7
320.8
210' x 24' #16441
FL 315.26
55
+05
24" Conc.
210' x 24' #16442
+90
320.7
10+00
INSTALL MANHOLE
S 01°37'33" E
320.5

7737

1-82

Ed Neilsen
Assistant Resident Engineer
Fred Eriksen
Fred Eriksen
Design Engineer Supervisor

October 28, 1980

Columbia River Bridge-Umatilla River
McNary Highway
Umatilla County

We have found discrepancies in original ground elevations from Sta. "SB" 125-138±. Attached are cross-sections and profiles that show the discrepancies.

Would you please check this out and send us the corrected original ground elevations and cross-sections.

FE:ab

7737 70 H N

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
ENV 3

TO: J. H. Versteeg
Head of Engineering

DATE: October 16, 1980

FROM: Anthony J. George, Engineering Coordinator
Environmental Section
Tony

SUBJECT: Cost Estimates for Noise Mitigation
Columbia River-Int. 84 (I-80N)
McNary Highway (I-82)
Umatilla County

✓ Versteeg ✓
Anderson
Christensen
AG Olson copy
Sullivan
Terpin
Trout
Wakerlig

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OCT 2 1 1980
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The following memo is a supplement to the September 23, 1980, memo previously sent to you requesting cost estimates for noise mitigation on the subject project. More cost estimates are needed for alternative design of Barrier 1, the barrier designed to mitigate noise levels for the proposed truck port of entry. Please estimate costs and evaluate engineering feasibility for the following noise mitigation measures:

Barrier	Type of Material	Location	Length	Height
1A*	Concrete Wall	"C" 152+67 (280' Rt.) to "C" 152+67 (1260' Rt.)	980'	10'
1B	Concrete Wall	"C" 152+67 (280' Rt.) to "C" 152+67 (1260' Rt.)	980'	15'
1C	Concrete Wall	"C" 152+67 (280' Rt.) to "C" 152+67 (1370' Rt.)	1090'	15'
1D	Wall/Berm	"C" 152+67 (280' Rt.) to "C" 152+67 (1370' Rt.)	1090'	12-15'

*Barrier previously requested in 9-23-80 memo.

In addition to estimating costs for the above listed barriers, please examine the feasibility and estimate costs for the following noise mitigation measures:

1. Finding a new location for construction of the POE, possibly further east along Highway 730 between the Interchange legs or south of Hwy 730.

2. Changing the location of the load storage pier in the proposed construction area so trucks do not have to pass in such close proximity to the existing houses.

3. A rough estimate of buying the existing residences between Locust Street and the proposed truck POE to create a noise "buffer" zone.

The attached sketches show the location of the proposed truck POE. Additional information and photographs are available in the Environmental Section. Please contact Tim Thex or myself if there are any questions.

AJG:TT:lb

Attachments

cc: Adrian Olson w/attach

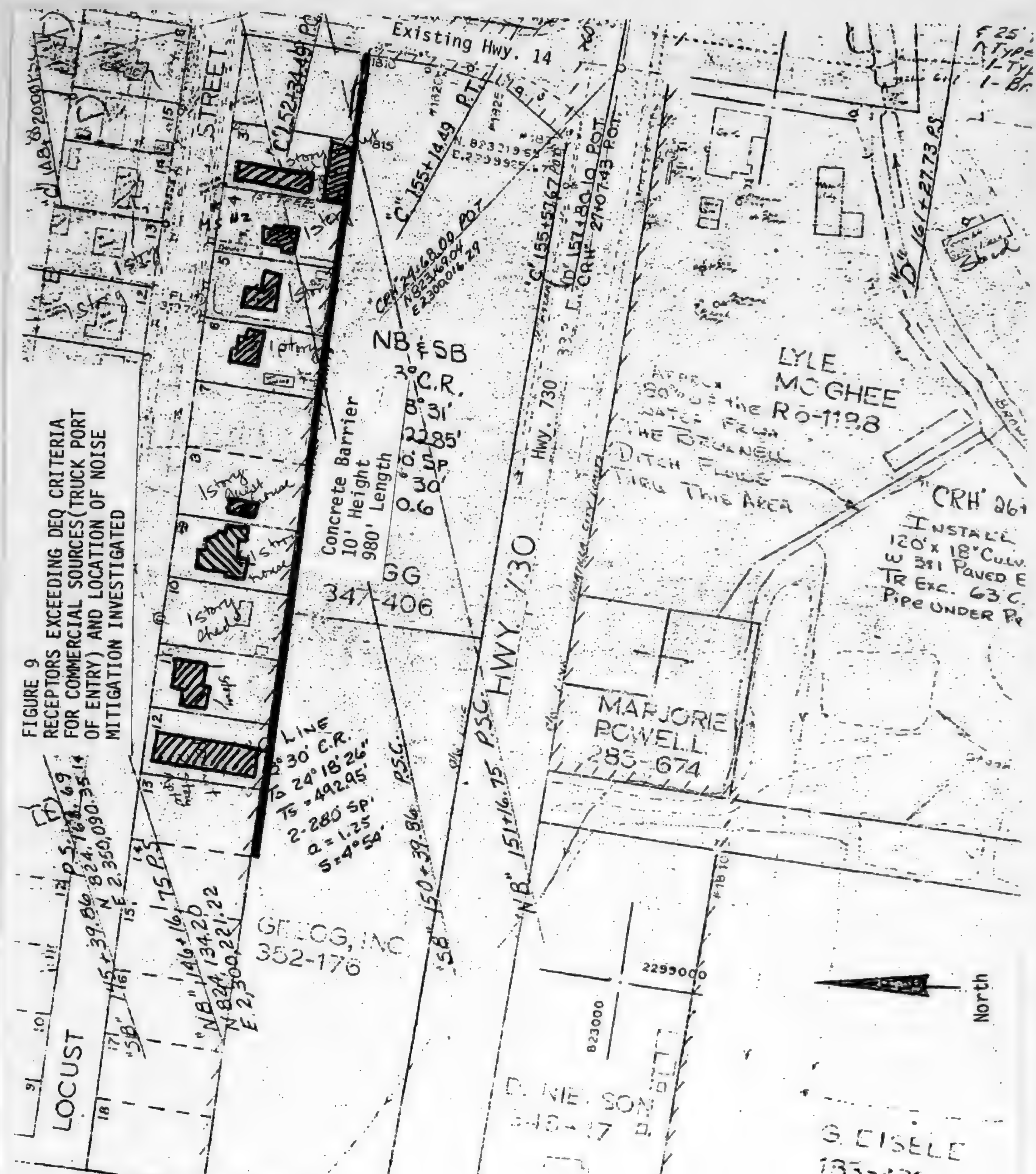
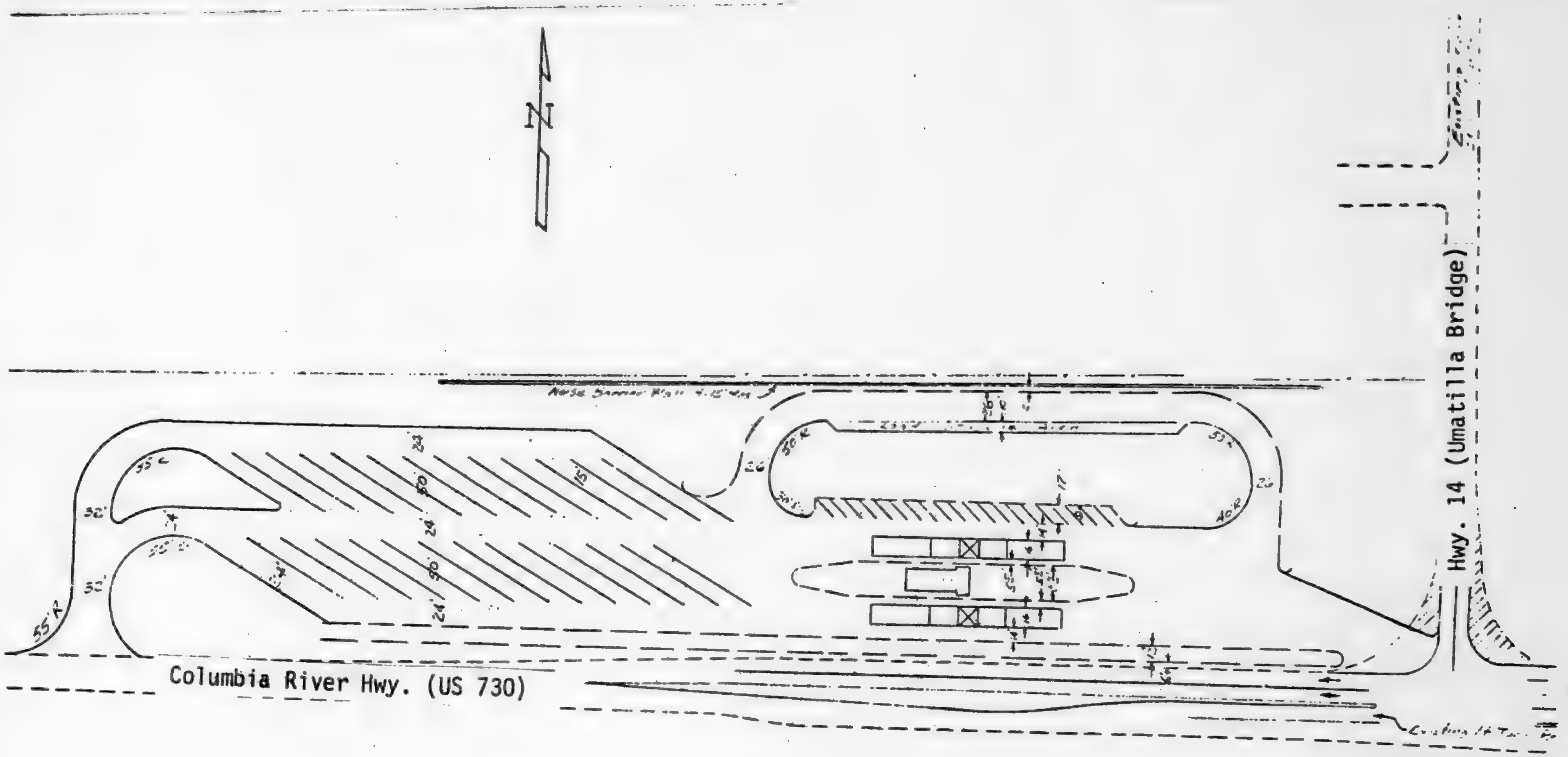

Existing Hwy. 14
STREET
LOCUST
NB & SB
3° C.R.
8°31'
2285'
0.5P
30'
0.6
Concrete Barrier
10' Height
980' Length
GG
347-406
HWY. 730
Hwy. 730
LYLE
MCGHEE
Ro-1188
"CRH" 26+
120' x 18" Culv.
w 3:1 Paved E
Tr Exc. 63 C.
Pipe under P
MARJORIE
POWELL
285-674
GREGG, INC
352-176
D. NELSON
348-17
G. EISELE
183-331
North
2299000
823000
1 story
LINE
3°30' C.R.
Δ= 24°18'26"
Ts = 492.95'
2-280' Sp.
a = 1.25
S = 4°54'
"SB" 150+39.86 P.S.C.
"NB" 151+16.75 P.S.C.
"C" 152+34.49 PC
"C" 155+14.49 P.T.
"CRH" 24+68.00 POT
"D" 161+27.73 PS
N 824,134.20
E 2,300,221.22
N 824,090.35
E 2,350,090.35

FIGURE 9
RECEPTORS EXCEEDING DEQ CRITERIA
FOR COMMERCIAL SOURCES (TRUCK PORT
OF ENTRY) AND LOCATION OF NOISE
MITIGATION INVESTIGATED

FIGURE 4
PROPOSED TRUCK PORT OF ENTRY
(NOT TO SCALE)


N
Hwy. 14 (Umatilla Bridge)
Columbia River Hwy. (US 730)
Noise Barrier Wall 4-15' Ht
55'R
32'
32'
55'R
24
90
24
24
90
24'
15'
26
50'R
53'R
26
40'R
17

9737

70 [illegible]

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
ENV 7-6

TO: J. H. Versteeg
Head of Engineering

DATE: September 23, 1980

FROM: Anthony J. George, JR., Engineering Coordinator
Environmental Section

Tony

SUBJECT: Cost Estimates for Noise Mitigation
Columbia River-Int. 84(I-80N)
McNary Highway (I-82)
Umatilla County

Please estimate costs and evaluate engineering feasibility for the following noise mitigation measures. These measures are being investigated for possible use on the subject project.

Barrier	Location	Length	Height	dBA Reduction	No. of Receptors Mitigated
1	"SB" 138+80 (25' Rt.) to "SB" 152+00 (135' Rt.)	1500'	5-8'	5 dBA	5
2	Umatilla Bridge (Bridge approach to Truss Section)	3400'	2½'	2 dBA	NA
3	"C" 152+67 (280' Rt.) to "C" 152+67 (1260' Rt.)	980'	10'	5-7 dBA	8 structures (17 dwellings units)

The attached sheets show the location of the mitigation measures described above. Additional information and photographs are available in the Environmental Section. Please contact Tim Thex or myself if you have any questions.

AJG:ct

Attachments

cc: Adrian Olson w/attach

✓ Versteeg ✓
Anderson
Christensen
Olson cc
Sullivan
Terpin
Trout
Wakerlig

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Contains Recycled Materials
81-125-1387

SP*75683-125

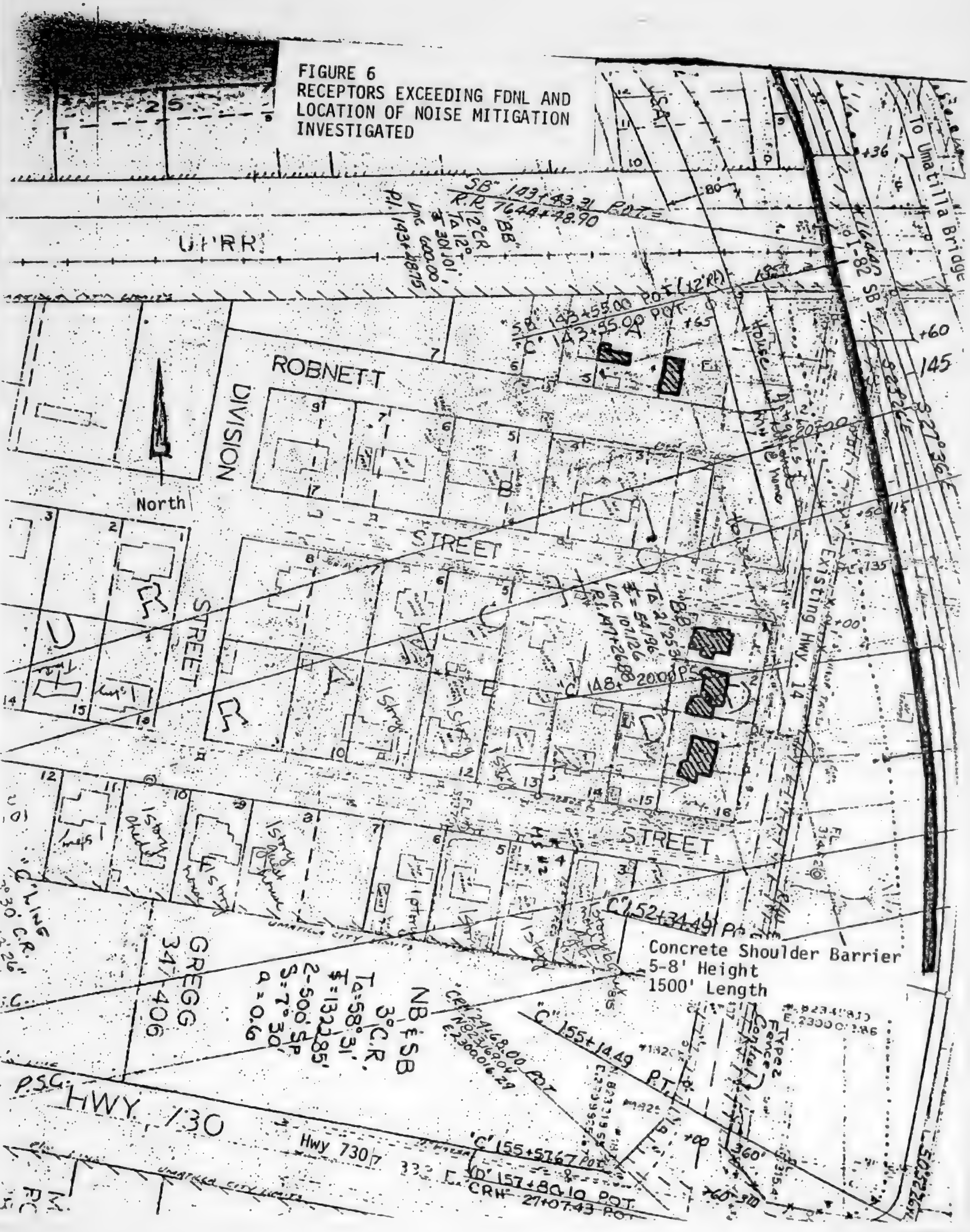
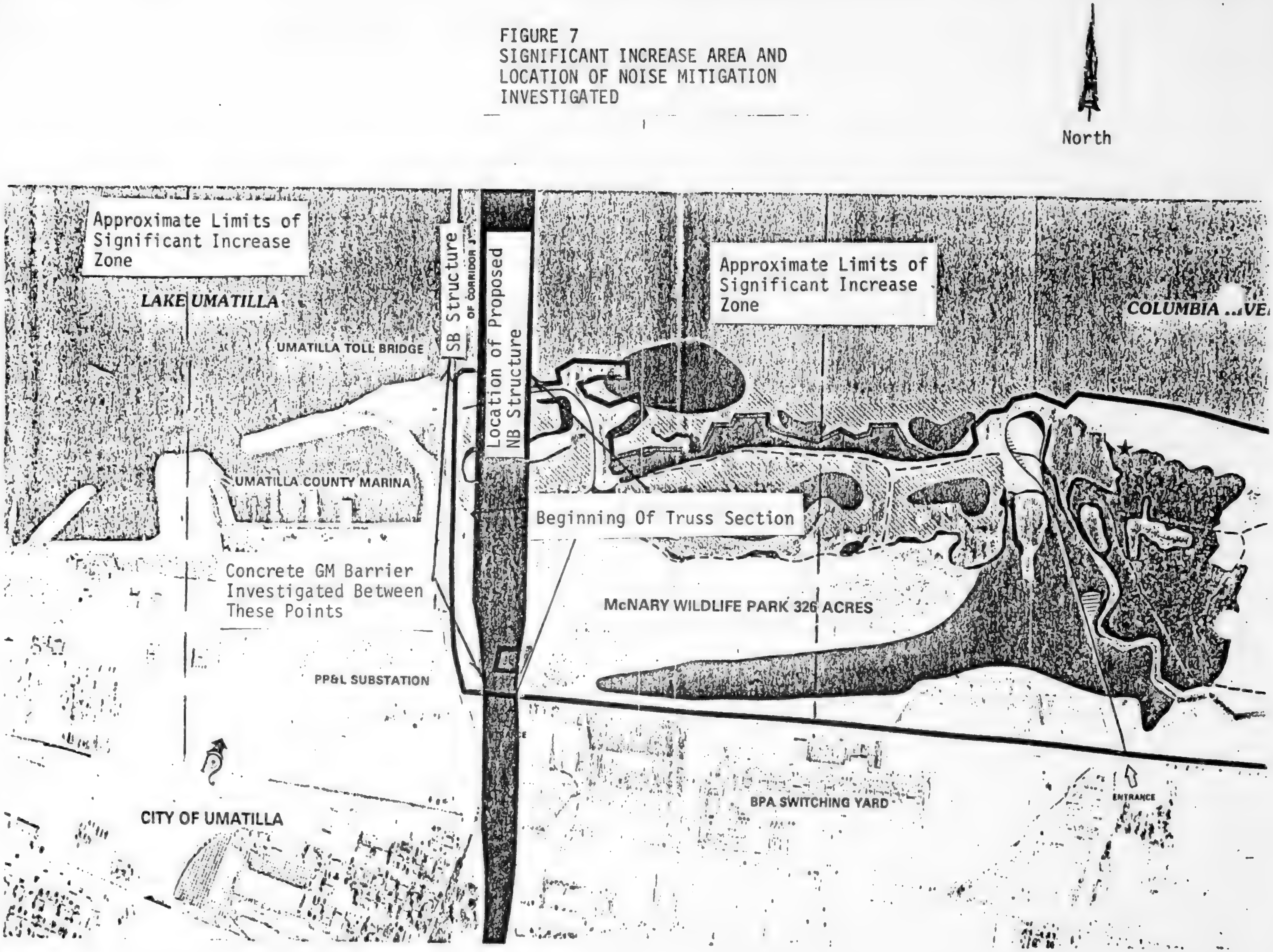


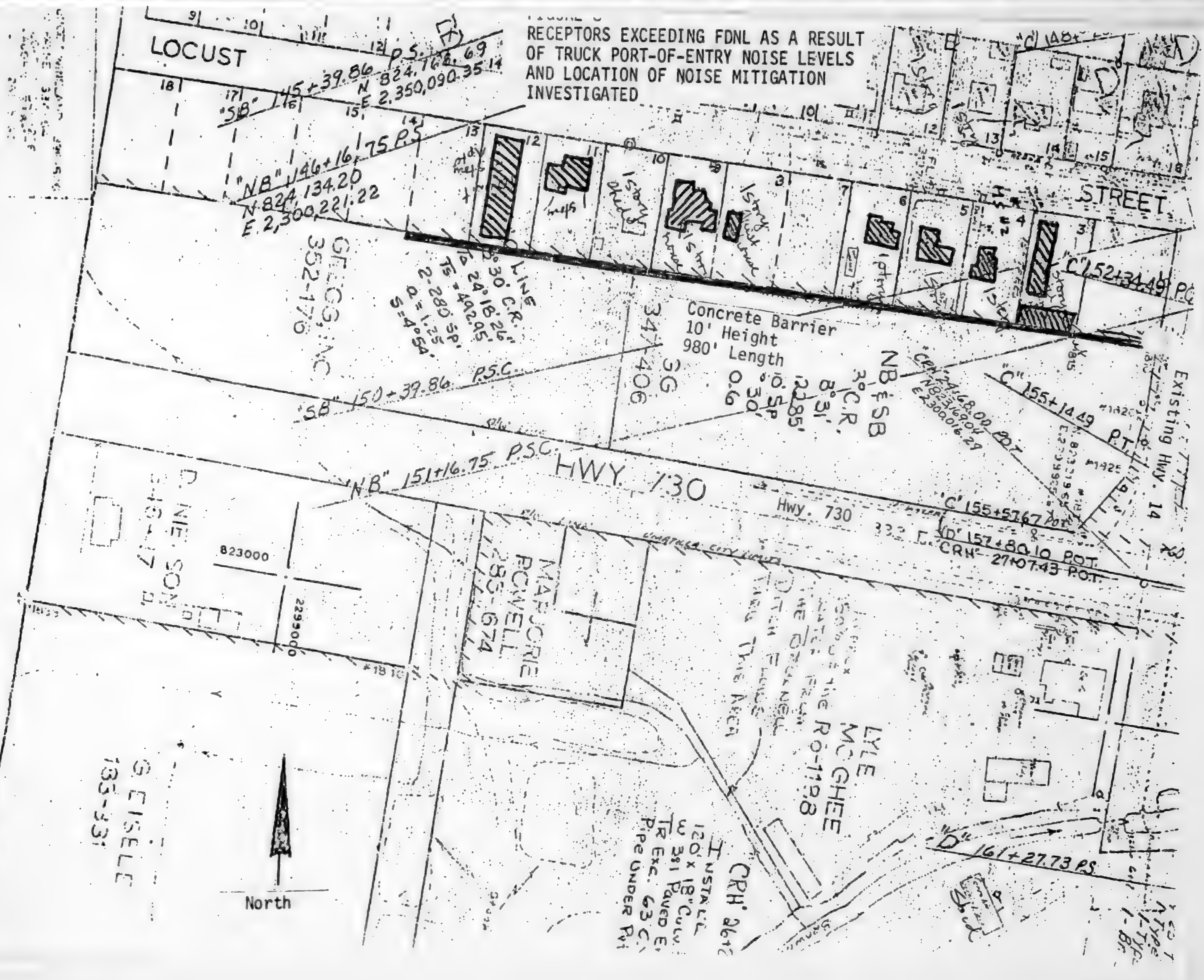
FIGURE 6
RECEPTORS EXCEEDING FDNL AND
LOCATION OF NOISE MITIGATION
INVESTIGATED

To Umatilla Bridge
I-82 SB
UPRR
North
ROBNETT
DIVISION
STREET
STREET
STREET
Existing Hwy. 14
GREGG
347-406
NB & SB
3° C.R.
HWY. 730
Hwy 730
Concrete Shoulder Barrier
5-8' Height
1500' Length
SB 143+43.31 POT
R.R. 7644+48.90
"C" 143+55.00 POT
"C" 148+20.00 PS
"C" 152+34.49 PC
"C" 155+14.49 P.T.
"C" 155+52.67 POT
145
360'

FIGURE 7
SIGNIFICANT INCREASE AREA AND LOCATION OF NOISE MITIGATION INVESTIGATED


North
Approximate Limits of Significant Increase Zone
LAKE UMATILLA
UMATILLA TOLL BRIDGE
SB Structure
OF CORRIDOR 3
Location of Proposed NB Structure
Approximate Limits of Significant Increase Zone
COLUMBIA ..VE
UMATILLA COUNTY MARINA
Beginning Of Truss Section
Concrete GM Barrier Investigated Between These Points
McNARY WILDLIFE PARK 326 ACRES
PP&L SUBSTATION
CITY OF UMATILLA
BPA SWITCHING YARD
ENTRANCE

RECEPTORS EXCEEDING FDNL AS A RESULT OF TRUCK PORT-OF-ENTRY NOISE LEVELS AND LOCATION OF NOISE MITIGATION INVESTIGATED


LOCUST
STREET
Existing Hwy. 14
HWY. 730
Hwy. 730
Concrete Barrier
10' Height
980' Length
NB & SB
3° C.R.
8° 31'
22.85'
0.6
"C" 152+34.49 P.C.
"C" 155+14.49 P.T.
"C" 155+57.67 P.O.T.
"D" 157+80.10 P.O.T.
CRH 27+07.43 P.O.T.
CRH 24+68.00 P.O.T.
N823169.04
E2300016.29
"SB" 150+39.86 P.S.C.
"NB" 151+16.75 P.S.C.
"NB" 146+16.75 P.S.
N 824,134.20
E 2,300,221.22
"SB" 145+39.86 P.S.
N 824,168.69
E 2,350,090.35
LINE
30' C.R.
Δ 24°18'26"
Ts = 492.95
2-280' SP.
a = 1.25
S = 4°54'
1 story
1 story house
1 story shed
GREGG, INC
352-176
SG
347-406
LYLE
MC GHEE
Ro-1198
Approx 50% of the
water from
the Brunell
Ditch flows
thru this area
MARJORIE
POWELL
285-674
D. NIELSON
346-17
G. EISELE
133-331
"D" 161+27.73 P.S.
CRH 26+
INSTALL
120' x 18" Culv.
W 381 Paved E
TR Exc. 63 C.
Pipe under Pvt
823000
2299000
Shed
North
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

7737

STATE OF OREGON

INTEROFFICE MEMO

70 gs

DES

TO: Memo to the File

FROM: Walter J. Hart
Bridge Engineer

DATE: November 23, 1979

SUBJECT

Structure Numbers
Columbia River - I84 - Section
I-82
Umatilla County

For the purpose of identifying information pertaining to the design and construction of the several proposed structures on this section, the following bridge numbers have been assigned:

Bridge No.		
16437	I-82 Oxing 3rd St. N.B.	Sta. NB 135+65
16438	I-82 Oxing 3rd St. S.B.	Sta. SB 135+60
16439	I-82 Oxing UPRR NB	Sta. NB 143+58
16440	I-82 Oxing UPRR SB	Sta. SB 143+44
16441	I-82 Oxing Columbia R. Hwy. NB	Sta. NB 156+43
16442	I-82 Oxing Columbia R. Hwy. SB	Sta. SB 156+01
16443	Umatilla River Bridge NB	Sta. NB 198+10
16444	Umatilla River Bridge SB	Sta. SB 196+60
16445	West Extension Canal Bridge NB	Sta. NB 215+80
16446	West Extension Canal Bridge SB	Sta. SB 215+30
16447	I-82 Uxing Powerline Road	Sta. NB 360+25
16448	I-82 Uxing Bridge Road	Sta. NB 509+10
16449	I-82 Uxing Westland Road	Sta. NB 619+40
16450	I-82 Oxing UPRR NB	Sta. NB 640+00
16451	I-82 Oxing UPRR SB	Sta. SB 640+40

Structures within the I-82 - I-84 interchange will be assigned numbers when location and design of the interchange has been completed.

JD:dh

cc W. E. Schwartz
W. C. Ferguson
Vern Moore
Frank E. Terpin
A. D. Olson

Verstoeg
Anderson
Christensen
I Olson adp
Sullivan
Terpin
Trout
Wakeriig

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NOTED
L. L. WALLACE

81-125-1307

9737

LaGrande N
-I-80N
[illegible] 4-19

STATE OF OREGON

INTEROFFICE MEMO

HIGHWAY DIVISION
DEPT.

378-6553
TELEPHONE

TO: W. E. Schwartz
Region 5 Engineer

DATE: April 13, 1979

FROM: A. D. Olson
Preliminary Design Engineer

SUBJECT: I-82
Columbia River—I-80N
Umatilla County

☒ RE ☒ RCE ☐ RME ☐ ROE ☐ RFA
APR 25 1979
RECEIVED
REGION 5 OFFICE

☒ RE ☐ RCE ☐ RME ☐ ROE ☐ RFA
APR 16 1979
RECEIVED
REGION 5 OFFICE

Here are three prints of the Umatilla Interchange on the subject section for your review.

If you have any comments or suggestions, please reply at an early date.

1 Versteeg ✓
Anderson
Christensen
2 Olson [illegible]
Sullivan
Terpin
Traut
Wakerlig

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MAY 0 3 1979
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Bring Up
Action

ADO:cj
Attachments

cc: L. E. George, w/attach.
Walt Hart, w/attach.
[illegible], w/attach.

cy - [illegible]
Oswald - Comments?

Copy to Chairs
5/1/79

Good Place for a Port of Entry and Maintenance Station with Sand Shed. This area will require additional Sanding - Sanders will have to go to Plymouth to turn around. H W Oswald

7737 80 NN

STATE OF OREGON

INTEROFFICE MEMO

Highway - Traffic 378-6537
DEPT. TELEPHONE

TO: A. D. Olson
Preliminary Design Engineer

DATE: April 11, 1979

FROM: L. E. George
Traffic Engineer

SUBJECT: Interstate 82
Columbia River - Interstate 80 North
Umatilla County

A review has been conducted of the preliminary layout sheet for the Umatilla Interchange. It is our understanding that a Port of Entry station will be provided adjacent to the Umatilla Interchange. Because of the substantial number of trucks utilizing the interchange ramps to enter and exit the Port of Entry, the following design revisions are recommended.

1. Provide two lanes for the southbound off-ramp beginning just south of the Union Pacific Railroad structure (Ramp C).
2. Provide two lanes (200 feet plus taper) for the northbound off-ramp (Ramp B).
3. Provide two lanes for the southbound on-ramp so slow moving trucks can be passed on the 5.3 percent ramp grade (Ramp D).
4. Provide a southbound climbing lane on Interstate 82 from the southbound on-ramp to the crest of grade.

Revisions made. ADO.

In addition, a traffic signal analysis was conducted for the interchange ramp terminal intersections. Our analysis indicates that volume warrants are met for the installation of a traffic signal at the west ramp terminal intersection.

[illegible] ADO.

L. E. George
Traffic Engineer

JH:ds

1 Versteeg ✓
Anderson
Christensen
2 Olson ADO
Sullivan
Terpin
Trout
Wakefield

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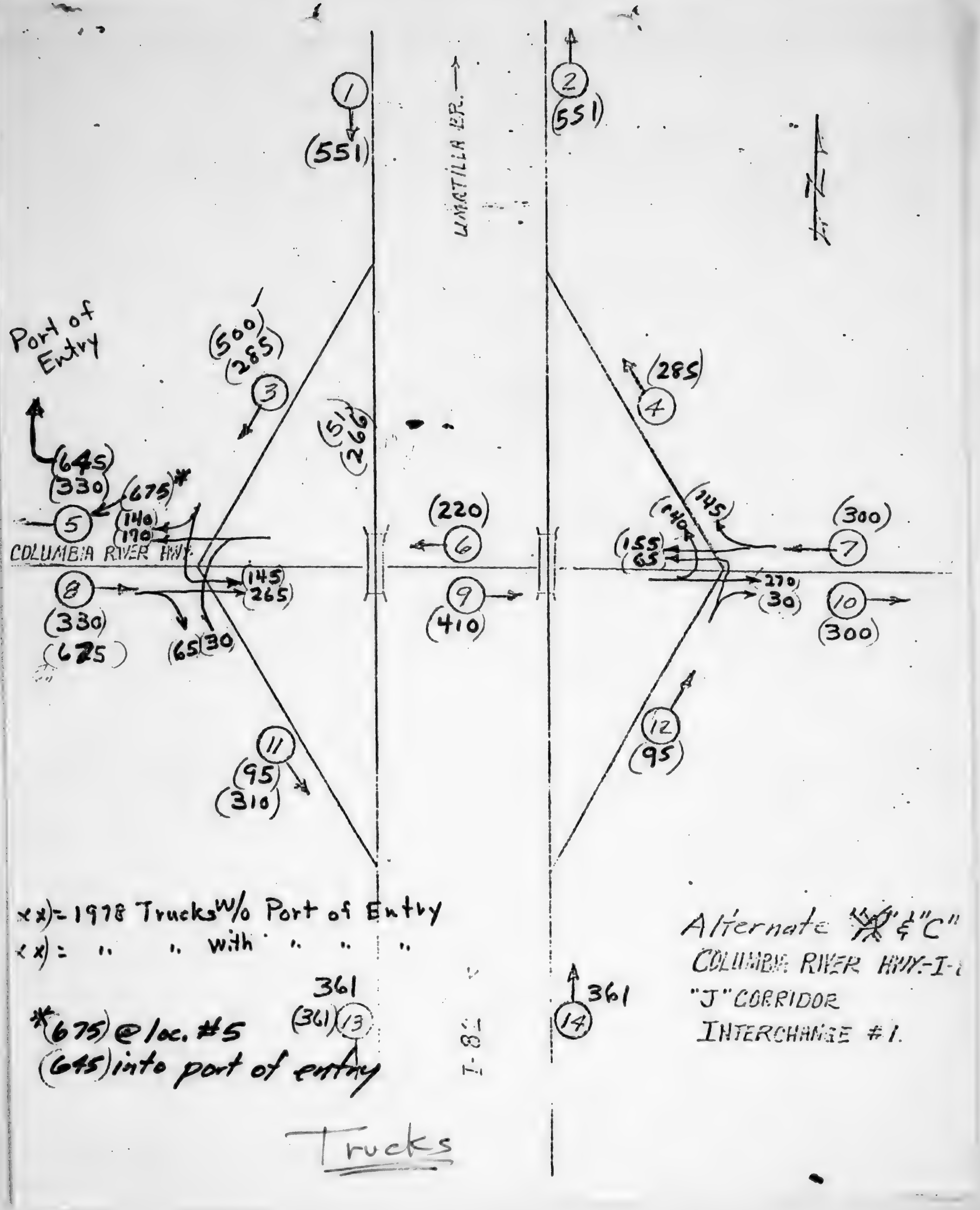

1
(551)
2
(551)
UMATILLA BR. →
N
Port of Entry
(500)
(285)
3
(51)
(266)
(285)
4
(645)
(330)
(675)*
5
(140)
170
COLUMBIA RIVER HWY.
(220)
6
145
(140)
(155)
65
(300)
7
8
145
265
9
270
30
10
(330)
(675)
(65)
30
(410)
(300)
11
(95)
(310)
12
(95)
361
(361)
13
I-82
14
361

(x x) = 1978 Trucks W/o Port of Entry
(x x) = " " with " " "

*(675) @ loc. #5
(645) into port of entry

Alternate ~~"A"~~ & "C"
COLUMBIA RIVER HWY.-I-
"J" CORRIDOR
INTERCHANGE #1.

Trucks

9737 1979 N

Oregon Department of Transportation
Study Report
COLUMBIA RIVER-INTERSTATE 80N. SECTION
McNary Highway 182
Umatilla County

COLUMBIA RIVER-INTERSTATE 80N (84)
MCNARY HIGHWAY I-82
UMATILLA COUNTY

RECOMMENDATION

The Oregon State Highway Division, after review of the public hearing input and environmental impacts, recommends approval of a freeway design, essentially along the 'J' Corridor, for the Columbia River (Oregon State Line)-Interstate 80N(84) Section of the McNary Highway, Interstate 82, Umatilla County, Oregon.

The design alignment deviates slightly from the previously approved 'J' Corridor routing; however, the alignment is considered to be within the 'J' Corridor, therefore, no additional corridor justification is deemed necessary.

The design alignment modification involves the southerly portion of the corridor from Powerline Road to Interstate 80N(84). The original 'J' Corridor envisioned a freeway alignment along and parallel to Walker Road with a freeway-to-freeway interchange built around Exit 180 on I80N(84) (see attached map, Corridor Route).

The alignment presented at the public hearing, through efforts of a Citizens Advisory Committee, proposed an alignment on private property along and parallel to the easterly boundary of the Umatilla Ordnance Depot to a freeway-to-freeway interchange. To assure safe operation of the freeway-to-freeway ramps, it was also proposed that the Westland Road Interchange (Exit 180) be converted to an overcrossing only with no access to I80N(84) (see attached map, Hearing Route).

The recommended alignment would encroach on the Ordance Depot property from Bridge Road to the freeway-to-freeway interchange. The shift in alignment would allow moderately safe operation of the freeway-to-freeway interchange while also allowing continued use of the Westland Road Interchange (Exit 180) (see attached map, Recommended Route).

The final approval of the Recommended Route is contingent on acquiring the right to encroach on the Umatilla Ordnance Depot of the U.S. Army.

COLUMBIA RIVER-INTERSTATE 80N (84)
MCNARY HIGHWAY I-82
UMATILLA COUNTY

HEARING SUMMATION

A public hearing on the Columbia River (Oregon State Line)-Interstate 80N(84) Section was held on August 16, 1979, at the Columbia Inn in Umatilla, Oregon, with about 80 persons in attendance. The purpose of the hearing was to consider the design features of a freeway along the previously approved 'J' Corridor.

Twenty-nine individual pieces of testimony plus a petition were submitted regarding the design features. These included 26 persons giving oral testimony, three comments on cards with one of these also giving oral testimony, ten letters with three of these also giving oral testimony, and a petition with approximately 600 signatures.

The input was not against the design features, per se, as 90 percent of the testimony was directed towards the elimination of the entrance and exit ramps at the Westland Road-I80N Interchange (Exit 180). The other ten percent of the testimony involved such items as choice of corridor, right-of-way acquisition and other conflicts (see comment section).

COLUMBIA RIVER-INTERSTATE 80N (84)
MCNARY HIGHWAY I-82
UMATILLA COUNTY

PROJECT SUMMATION

The proposal considers the design features of a four-lane freeway along the 'J' Corridor which was approved in January 1976. The proposal extends from the Columbia River (Oregon State Line) on the north to Interstate 80N(84) on the south. (See map for location).

APPROVED ALIGNMENT

Approval for an alignment and design was also granted with the corridor approval. This alignment began at a bridge across the Columbia River; continued southerly across U.S. 730; curved southwesterly to cross the Umatilla River; curved to a southerly direction continuing along the upper terrace of the Umatilla River; again, curved to a southwesterly direction continuing to the vicinity of Walker Road; curved to continue southerly along the easterly side of and parallel to Walker Road, ending in a freeway-to-freeway interchange at Interstate 80N(84).

Interchanges were proposed at U.S. 730, Powerline Road, Bridge Road and the southerly terminus.

Environmental impacts would involve, but not be limited to: improved traffic services, major displacement of irrigated farm land, moderate displacement of residences, minor impacts on dryland farms, impacts to park land and minor impacts to streams and irrigation systems.

PUBLIC HEARING ALIGNMENT

A project Citizens Advisory Committee (CAC), appointed to add input to the location phase, suggested two design modifications be considered:

1) That the portion of the alignment easterly of and parallel to Walker Road be located just easterly of and parallel to the east boundary of the Umatilla Ordnance Depot, and

2) That the interchange proposed at Bridge Road be relocated to a point where an extension of Westland Road would intersect the alignment.

Subsequent to the CAC involvement, it was determined that the interchange ramps of Exit 180 on I80N(84) would have to be closed and removed to ensure safe operation of the freeway-to-freeway interchange. This pattern then was added to the public hearing design.

Environmental impacts of the design would be similar to impacts resulting from the approved alignment. There would, however, be a reduction in impacts to irrigated farm land and residential displacement. Additional impacts would include an encroachment upon a restricted blast zone along the east boundary of the depot, as well as a minor amount of out-of-direction travel resulting from the closure of Exit 180.

RECOMMENDED ALIGNMENT

Input at the public hearing indicated a need for further alignment modifications, particularly a design that would allow for continued use of the ramps at Exit 180 in their present pattern.

As a result of the above mentioned input, an additional alignment modification is proposed whereby the southerly portion of the alignment would be located on the ordnance depot property. This shift in the alignment and accompanying relocation of the freeway-to-freeway interchange will allow the existing ramps at Exit 180 to remain in place and function at an acceptable degree of safety.

Environmental impacts resulting from the modified alignment would be similar to both the approved alignment and public hearing alignment. Impacts to irrigated lands would be even further reduced; however, there would be no change in residential displacements. An added impact could result from the encroachment on the ordnance depot property. However, discussions with U.S. Army officials indicate this impact would be very minor.

Construction of the modified alignment is presently contingent on obtaining a right of encroachment on depot property from the U.S. Army.

COLUMBIA RIVER-INTERSTATE 80N (84)
MCNARY HIGHWAY I-82
UMATILLA COUNTY

HEARING COMMENTS

Following is a summation of the comments present at the public hearing with each comment having a response (explanation) and recommendation.

COMMENT The existing Westland Road-Interstate 80N(84) interchange (Exit 180) should continue to provide on-off ramps for the traveling public and should remain in its present design.

The above comment or similar comments were submitted by 26 of the hearing participants and included area business owners, area farmers, other interested persons and signers of a petition.

RESPONSE As stated in the project summation, the design presented at the hearing recommended removal of the on-off ramps at Exit 180. Removal of the ramps was deemed necessary to assure the safe operation of the freeway-to-freeway interchange.

Subsequent to the hearing, the Highway Division undertook in-depth studies to determine if the design could be modified to meet the above request, i.e., leave the existing Exit 180 interchange as is. The studies resulted in three feasible plans (attached maps, Plan 1, 2 and 3); however, none of these plans fully answered the hearing request, (to leave the existing interchange intact).

Plan 1 would allow continued use of the easterly ramps of the existing interchange while also providing a moderate degree of safety on the freeway-to-freeway interchange.

Plan 2 would allow continued use of all the existing interchange ramps; however, it would deter somewhat from the safety of the entire interchange pattern.

Plan 3 was designed to provide traffic movements both to and from I80N(84), as well as moves to I-82. This design would have allowed deletion of the proposed interchange on I-82 at the Westland Road extension.

The above plans were presented at an interested persons meeting to determine if they would answer the concerns of the local business owners. Those attending the meeting were adamant in their desire to leave Exit 180 intact.

Through additional studies and the cooperation of officials at the Umatilla Ordnance Depot, it was determined that the roadway could be shifted westerly onto depot property without deterring from the depot operations or subjecting the motoring public to any unforeseen danger. This shift of alignment also provided space to allow inclusion of a reasonably safe freeway-to-freeway interchange while retaining Exit 180 in its present design (see attached map, Recommended Route).

RECOMMEND Advance design along recommended route, contingent on approval by the U.S. Army to encroach on depot property.

COMMENT Officials of the City of Umatilla stated that the design does not consider the transportation aspects of their comprehensive plan, and that it makes no provision for the City to extend Bensel Road across the freeway as called for in the plan. The statement was also endorsed by Umatilla County officials.

The City officials further stated that the design and construction should include an overcrossing of the freeway extending from a point westerly of the freeway to an intersection at old River Road east of the Umatilla River.

RESPONSE The Oregon Highway Division is aware of the City's Comprehensive Plan and its proposed transportation system. Further, the design did take into consideration Bensel Road intersection; however, as Bensel Road is presently nonexistent and there are no plans for construction in the near future, there was no warrant for building a grade separation.

RECOMMEND Advance proposal as designed. Allow the City or County rights to encroach on the right-of-way to construct an over/under-crossing when or if Bensel Road is extended.

COMMENT A landowner, Doris Bounds, stated that the freeway would landlock over half of her property thereby rendering it useless.

RESPONSE It is acknowledged that the roadway would sever the parcel which lies between the railroad tracks and I80N(84) with access to Westland Road.

RECOMMEND Provide access to the parcel by extending the structure over the railroad to provide space for a service road.

COMMENT The freeway should be along the 'C' Corridor.

RESPONSE The 'J' Corridor was approved as the location of Interstate 82 in January of 1976. This approval was reaffirmed again in 1979 by the Oregon Transportation Commission.

Further consideration of Corridor 'C' would involve the entire corridor selection process including a new environmental document and public hearing.

RECOMMEND	Advance the modified freeway along the 'J' Corridor.
COMMENT	The owners and operators (Jones-Scott Company) of a rock quarry near U.S. 730 stated that the roadway alignment would bisect the quarry and deprive them of a source for premium rock, separate the supply source from the processing plant, shorten the life of the quarry, and deprive area residents of a future source of rock.
RESPONSE	The route and design of the freeway must consider a total concept and cannot be readily modified to solve each unique circumstance. Displacement of a portion of the quarry was considered in the location phase and will be further considered in the final design phase.
RECOMMEND	Advance design as proposed and consider mitigative measures during final design phase and right-of-way negotiations.
COMMENT	Owners (Mr. and Mrs. Maurice Hall) of a parcel of property near Powerline Road stated they opposed the project in that it would ruin their property.
RESPONSE	As stated in the previous response, the freeway alignment and design must consider a total concept and cannot be modified to ease impacts on individual cases. The Highway Division realizes some properties will be impacted to a greater extent than others; however, this is inevitable in any highway construction program.
RECOMMEND	Advance recommended proposal and consider mitigative measures during final design and right-of-way negotiations.

DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
PUBLIC HEARING TRANSCRIPT

August 16, 1979

Columbia Inn
705 Willamette
McNary Center
Umatilla, Oregon

RE: Columbia River-I-84(I-80N)
Interstate 82
Umatilla, County

MR. W. E. SCHWARTZ: Good evening ladies and gentlemen. It is 7:30 p.m., August 16, 1979, the time which has been designated for the design hearing on the Columbia River-I-80N Section of I-82.

I am Pat Schwartz of La Grande, Region 5 Engineer for the Oregon State Highway Division. I will be the hearing officer for this meeting. I would like to introduce to you the other members of my staff who will be participating in this hearing. On my right is Mr. Bill Ferguson of Pendleton who is the Resident Engineer responsible for the design of this project. On my left is Mr. Harold Brainerd of Bend who is the Region 5 Right-of-Way Supervisor and will be in charge of right-of-way negotiations for the project. (There were approximately 80 other persons present.)

As I indicated, this is a hearing on our proposed design. It is a part of a two hearing process specified by Federal Statutes and Regulations, and by the Oregon Action Plan. The first hearing was the corridor selection hearing held in March of 1973.

Our present programmed construction cost estimate for this project is $50,500,000 which is exclusive of the cost of the new Columbia River Bridge. This bridge will be designed and constructed by the State of Washington, with Oregon sharing proportionately in the cost of design and construction. Tentatively, our first construction contract should be let by mid-1982. Construction of this project will probably take three years to complete. All of this is subject to the availability of funds.

For the past nine months we have been actively engaged in the design of this project. Very early in the process we solicited citizen volunteers from Umatilla County to serve as an advisory committee in the development of the design for this project. Tonight two of the members of this committee are sitting with us at the front of the room. At the table to my right are Mr. Bernard Carper, a pharmacist from Hermiston who served as the chariman of the committee, and seated with him is Mrs. Jackie Payne, an employee of the County

Justice Court. We asked these people to sit with us so that we could publicly acknowledge their effort and to express to them the appreciation of the Department of Transportation for their work.

We also worked with members of local government agencies to obtain the input to our design process from local government. As a result of these efforts, we now have a design for the project which we are ready to discuss with you tonight.

Before we proceed further, I want to make sure that everyone has filled out a registration card. When you came in the door this evening, you were handed a white card. This card is to register your attendance. If you wish to make a statement at this hearing, mark the card and we will call upon you for your statement during the testimony part of this hearing. You may also make a written comment on the back of the card; it will also become a part of the hearing record. If you do not wish to make any statement here, you will have 10 days from today to submit written comments. These letters should be addressed to the Department of Transportation, Commission Services, Room 121, Transportation Building, Salem 97310. Also, everyone who submits a registration card will receive a transcript of this hearing.

I am aware that there may be some of you who do not feel comfortable speaking before a group but who would like to comment on our design proposal. We have provided for you, too. In the room directly across the hall from this room, a member of my staff, Mrs. Hiatt, is waiting with a tape recorder to assist you with your comments. These comments will also become a part of the record of this hearing.

At this time I would like to call upon Mr. Ferguson to describe our design proposal to you. Bill.

MR. W. C. FERGUSON: Thank you, Pat.

This proposal consists of the design concept of a four-lane freeway along the "J" Corridor that was approved in January, 1976. The project begins at the Columbia River and extends southerly to Interstate 80N for a distance of 10.5 miles. Ed Neilsen, my assistant, will step to the map and point out the alignment as I describe it.

The general alignment, beginning at the present Columbia River Bridge, would follow the existing highway to U. S. 730, then curve to the west and cross the Umatilla River in the vicinity of the Bonneville Power Administration transmission line crossing, the line would proceed southwesterly on the west side of the Umatilla River and cross Powerline Road just north of the Westland Canal. From Powerline Road it would proceed southwesterly in the vicinity of the Westland Canal to the east boundary of the Ordnance Depot. It would then proceed south along the Depot Boundary to Interstate 80N.

Interchanges will be provided at U. S. 730, at Powerline Road, at Westland Road and the freeway to freeway interchange at I-80N. The ramps on the present Westland Interchange will be removed in order to provide the necessary ramp length for the freeway to freeway interchange. The present ramps would not permit adequate space for the weaving movements required for the freeway to freeway traffic and the signing would be very difficult.

Bridges will be constructed at the Columbia River, Third Street and the Railroad in Umatilla, U. S. 730 Interchange, Umatilla River, the River Road and Railroad, Powerline Road Interchange, Bridge Road, Westland Road Interchange, Union Pacific Railroad, and three structures at the freeway to freeway interchange at I-80N. The bridge at the Columbia River will be a cooperative project between Washington State and Oregon State with Washington personnel doing the design and construction and Oregon personnel acting as consultants.

Local traffic patterns and circulation will be maintained by use of frontage roads. Irrigation facilities will be restored by use of channel changes, bridges and culverts or siphons as needed.

All other work coincidental with road construction, such as seeding and mulching, slopes, rock slope blankets, traffic protection and so forth, will be made a part of this project. That is it, Pat.

MR. SCHWARTZ: Thank you, Bill. Also, for the record, we are aware that there is considerable controversy regarding the Westland Road Interchange and on the wall to my left we have placed a larger scale drawing showing the freeway to freeway interchange, the existing Westland Interchange and the new proposed Westland Interchange and we have those there for the use of anybody who might want to refer to them in their testimony.

I would now like to ask Mr. Brainerd to briefly discuss with you the right-of-way acquisition procedures which will be followed in acquiring right of way for this project. Harold.

MR. HAROLD BRAINERD: Thank you, Pat.

The hearing being held today is to afford interested people the opportunity to express their views regarding the general design of this highway. The additional right of way necessary for the reconstruction of this section of highway will require the displacement of nine living units and disruption of two businesses.

An explanation of the right-of-way acquisition process is contained in the leaflet, "Acquiring Land for Highways". (Form Rev. 12-77) This leaflet covers the matters of the public hearing, the appraisal process, the definition of market value, procedures for handling payments for property and an explanation of eminent domain procedures with the addresses of the various right-of-way regional offices in the State. This leaflet is available at the meeting today, and I urge you to take one with you.

Another leaflet, "Moving Because of the Highway?" (Form 81-734-3772), is also available and I urge you to take a copy of this leaflet. It explains the benefits of the 1970 Uniform Relocation Act available to relocatees on a project. The benefits are quite numerous and include the payment of moving costs, replacement housing payment additives, downpayment benefits, rent supplements, payments of incidental expenses and closing costs on the purchase of replacement housing, interest differential payments on mortgages and an explanation of the procedure for making an appeal in the event of dissatisfaction with any part of the relocation program. Both leaflets will be included in the minutes of this meeting and will be transcribed along with all other statements. (Leaflets included by reference only - copies are available in Mr. Brainerd's office.)

The time required for right-of-way acquisition and relocation is estimated at 15 months from the date of authorization of the project. This will permit adequate appraisal and negotiation time and provide at least 30 days for relocation of displaced persons after the State acquires their property. In addition, no persons or families will be displaced until they have either been relocated to adequate replacement housing, obtained the right of possession of adequate replacement housing, or have been offered adequate replacement housing available for immediate occupancy. No owner-occupant will be required to move until either he has been paid for his property or the money has been deposited in the registry of the court.

Alternate housing is readily available for relocatees. A search of the residential housing market reveals that 200 dwellings are being offered for sale by local realtors. The "Hermiston Herald" carries several real classified ads for "Houses for Sale" each day. A search of the rental market shows a number of houses and apartments are available for rent, which are advertised by owners placing "For Rent" signs in windows. Classified ads in the local papers for one day revealed 9 single-family dwellings and 25 dwellings in multiple-family housing units were available for rent. Further, studies indicate that this much housing can reasonably be expected during the foreseeable future.

It is most important for you to know that the eligibility to receive relocation benefit payments is not complete until negotiations to purchase the property have commenced and the affected property is purchased by the State. Relocation before that date does not void your right to payment, but payment will be delayed until after the purchase date.

To the best of our knowledge, the replacement dwellings mentioned are decent, safe and sanitary, functionally equivalent and substantially the same as those you are leaving and are fair housing open to all persons regardless of race, color, religion, sex or national origin in accordance with U. S. Department of Transportation Order 5620.1, copies of which are available in this room.

The right-of-way program for this project will be under my supervision. My name is Harold Brainerd. My offices are located in Bend, 63055 N. Highway 97, and La Grande, 2111 Adams Avenue. Thank you.

MR. SCHWARTZ: Thank you, Harold.

The formalities of this hearing are now out of the way and it is time to receive your input. The registration cards upon which you indicated your desire to make a statement were all numbered. You will be called upon in the numerical sequence of the cards. Please state your name and speak loudly and clearly enough so our recording system will pick up your remarks.

I would like to begin the testimony part of the hearing by calling upon Mr. George Corey.

MR. GEORGE H. COREY: Gentlemen, my name is George H. Corey of the law firm of Corey, Byler & Rew, 222 S. E. Dorion Avenue, Pendleton, Oregon. I am here representing a group of persons opposing that portion of the tentative plan of intersection of Highway I-80N and I-82 which involves the removal of the ramps from the existing Westland Road Interchange on Interstate 80 North.

The citizens of this area, for the most part, were not made aware of the Highway Division plan to eliminate the Westland Road Interchange ramps until last month. When this was noted, I wrote to W. E. Schwartz, Region 5 Engineer for the Highway Division in La Grande, and received his reply by letter of July 24, 1979, which confirmed the plan. He stated in his letter:

> "Our present plans call for the removal of the interchange legs when I-82 is constructed. This would make Westland Road an overpass of I-80N."

In view of the contemplated destruction of this interchange, we wish to refresh your memory of some of the findings which resulted in a decision to build the interchange in the first place.

In the spring of 1965 a restricted access interstate freeway passing the Northwestern Livestock Sales Yard with no facility for getting on or off the freeway was planned. This would have required persons attending the livestock auctions to travel 10 miles out of their way in order to reach their destination. With the help of the then State Highway Commissioners, Congressmen Ullman and Wyatt, Rep. Irvin Mann, Jr., and others, the importance of an interchange at this location was made known to the Bureau of Public Roads.

Among other things it was pointed out that in 1964 Northwestern Livestock sold more than 25,000 head of livestock for a total of more than $2,000,000.00, and that it was the second largest horse market in the United States. The Highway authorities were reminded that livestock trucks at that time had a light weight of 28,000 pounds, could haul a 50,000 pound pay load of cattle with a combined weight of 78,000 pounds, and that they created transportation problems in hauling to the market place.

In July of 1965, Congressman Wyatt was notified by Rex M. Whitton, Federal Highway Administrator, that the Bureau of Public Roads had given further consideration to the need for access at this point and among other things, stated:

> "The need for easy access to the auction yard is recognized . . . ."

A copy of Mr. Whitton's letter is attached to this statement. (See end of transcript for Mr. Whitton's letter addressed to Hon. Wendell Wyatt.)

Eventually in August of 1965, Congressman Ullman notified us that the Bureau of Public Roads had determined that there was a need for an interchange at this point and that it was approved.

We submit to you that the situation has not changed and to the contrary there is an increased need for the Westland Road Interchange. Volume at the auction yard has increased. A photo of the crowd at a livestock sale is also attached to my statement. (See end of transcript for photo.) Barton Industries on the southeast quadrant is a new industry catering to heavy trailer repair which will be severely damaged if this project goes forward in its present form. Other businesses in the area will be described to you in testimony tonight which will also suffer by this change.

We also expect to provide further information by testimony of witnesses as to how the traffic flow is adapting to the usage of Westland Interchange and that the removal of the ramps instead of aiding the traffic flow is more likely to result in traffic difficulties.

Obviously the removal of an expensive highway facility which is less than 15 years old is a ridiculous waste of public taxpayer funds. While I do not have current figures, I have been advised that the present day cost of adding legs to this interchange would be approximately - I have been unable to get a figure as to what the cost might be. I am informed that it all depends on contracts that are let, that in present day inflation, it is just almost impossible to give you an accurate estimate and I imagine people on your staff could tell you more accurately than we could.

With the administration urging conservation of energy, your plan which adds additional miles to reach locations now immediately off the freeway, is a further unnecessary energy expenditure.

Besides the damage to and possible destruction of the immediate businesses, the removal of the ramps creates general inconvenience to persons living and working in this area. As an example, I by chance visited with an important farmer and cattleman, Bud Philippi of Arlington, about this situation this week. He reminded me that he has some farm property south on Jordan Road and that he was surprised to learn that in order to reach his property, he may in the future be required to travel additional miles by a circuitous route instead of getting directly off the freeway on the present exit.

Most of the property in the immediate area of the Westland Interchange is zoned tourist-commercial or industrial. If the interchange is converted to an overpass, the owners are not going to have prime industrial or tourist-commercial land but rather will be required to suffer a technical taking of their private property without payment of just compensation.

We are not engineers and will not be offering any professional engineering solution to this problem. We can only believe that with the many fine Highway Engineers in the State and Federal Departments that this problem can be easily solved without destroying this important existing highway facility.

Our committee has not encountered one person, outside of the Highway Division staff, who approves of the elimination of the ramps on the Westland Interchange. It is fairly safe to say that we have almost unanimous backing of the persons who utilize and have knowledge of the existing structure. In order to demonstrate this point to you, our people have in a matter of little more than two weeks, accumulated more than 500 signatures on a petition (see end of transcript) which I am now handing to you in which they petition you that:

> "THE EXISTING WESTLAND ROAD - INTERSTATE 80-N
> INTERCHANGE WILL CONTINUE TO PROVIDE ON-OFF
> RAMPS FOR THE TRAVELING PUBLIC AND WILL REMAIN
> IN ITS PRESENT DESIGN."

In addition, various public bodies, by resolution, urge you not to tamper with this interchange. Resolutions to that effect from the Umatilla County Court, Umatilla Port Commission, Hermiston Development Commission, Hermiston City Council, Umatilla County Cattlemens Association, are being presented to you. (See end of transcript for resolutions.)

One of our local legislators, Jack Duff, will speak to you in behalf of our position, and Senator Mike Thorne, has advised me that he shares our opposition to your plan and is unable to be here tonight because of legislative business in Salem.

In addition, we present to you local businessmen, representatives of cattlemen association, truckers, farmers, and others who speak to you in opposition to your contemplated plan as it affects the Westland Interchange.

We urge you to correct your tentative plan so that the public may continue to utilize the Westland - I-80N Interchange in its present design.

Now, gentlemen, I am going to hand you copies of my statement, copies of the resolution of public bodies, the original of the petition. I have not counted the names. I estimate that there are about 500 names. I understand there is another petition, I think, that I don't have that is in the room that has two or three pages of signatures. In addition to that, I understand further that there is a petition with 33 signatures that is locked in a desk at Lamb Weston and the owner of the desk is gone on a vacation. So, we will have to send those in to you later. I am also filing with you an article from tonight's East Oregonian, August 16, 1979, relating to this problem. Thank you very much for your attention.

MR. SCHWARTZ: Mr. Corey, could I ask you a couple of questions, just for the record. In the circulation of these petitions and soliciting names to be in opposition to the removal of the legs from the existing Westland Road Interchange, were the folks who signed those petitions made aware of the fact that a new Westland Road Interchange will be constructed? It isn't a simple matter of just taking the interchange legs off an existing interchange, but a new interchange will replace that.

MR. COREY: I can only respond to that question, Mr. Schwartz, in this manner. Of course, I wasn't personally present. I would venture to say, however, that a good portion of those people are generally familiar with the contemplated plan. Certainly, many of them were not made aware of that but, in the main, I think the knowledgeable people and most of these people understand and they are vitally affected by this have some general knowledge of your program and contemplative plan.

MR. SCHWARTZ: One other question. Are the folks in support of the position that you've pointed out to us here, generally aware of the fact that for any destination other than the Eastern Oregon Livestocks Sales Yard, or the tavern just down the road, or any of the other destinations between the existing Westland Road Interchange and the point where the new Westland Road Interchange will connect back to Westland Road, are the folks aware of the difference in the distance to the point where the new Westland Road will connect into the freeway?

MR. COREY: Well, I can't very well testify with any degree of certainty on that. I understand, although I haven't seen it scaled or talked with anyone that has scaled that, if you were to take the circuitous route and compare that from getting off the freeway at the Northwest Auction Yard and compare it with going around the full rectangle to get back after getting off the new Westland Interchange, it is somewhere between two and three miles.

If you made a round trip, in other words, the present plan involves an additional distance from four to six miles to reach the same point that you can reach by getting off immediately under the present Westland Interchange. To answer your question, I don't know that these people know the exact distance between the existing Westland Interchange and the one that you have contemplated, which I think is approximately one mile morth of I-80, is it not?

MR. SCHWARTZ: Yes. As a matter of fact, Mr. Corey, the distance via the new route is seven-tenths of a mile longer to the point where that route comes back to Westland Road than the existing route. It is two and approximately eight-tenths miles if you were to take the new route and go back to the Livestock Yard. So, that is correct. But, for any other destination other than the Livestock Yard itself, or maybe the tavern, I believe they are propably the only two businesses between the Interstate 80 and the Westland Road Interchange, the new connection. For any other destination, it is about seven-tenths of a mile difference.

MR. COREY: I think you will hear some testimony tonight of people who will tell you about the increased use of the Westland Road after the interchange went in and that particularly slower traffic favors the use of that and that it would be unlikely that if they had a choice, say the Westland Interchange retained its ramps, you would find that the slow truckers, a lot of the slow-moving traffic would continue to use the old route.

MR. SCHWARTZ: All right. Now we will listen to some of the rest of this testimony and we will see. Thank you, Mr. Corey.

MR. COREY: Thank you. (Mr. Corey hands copies of testimony, petitions, letters and pictures to Mr. Schwartz.)

MR. SCHWARTZ: Thank you. And, it will be entered into the record. I would like to call upon Mr. John Hansell.

MR. JOHN HANSELL: Mr. Schwartz, my presentation tonight will be brief. I don't want to take time for other important testimony so my delivery tonight will address and I will submit the following testimony in opposition to the Oregon State Highway Division's tentative proposal to eliminate the access ramps of Exit 180 of I-80N when I-82 is constructed.

I, and other area ranchers, have signed and endorsed the petition asking that Exit 180 of I-80N be left in its present design. I signed the petition because there is an obvious need for this interchange. Established traffic route and use of this existing interchange is substantial, and I believe the Oregon State Department of Transportation has statistics to back that up. This interchange provides a necessary "front door", if you will, and ease of access to area businesses and residents. Business in the vicinity of Exit 180 evolved because of the location and convenience of this interchange and it may continue to evolve. The removal of the ramps would have a serious and detrimental effect on area business.

Furthermore by eliminating these useful and existing ramps, the Highway Division is unjustly considering tearing something down that already exists. It is not prudent to destroy something of public value. Moreover, it is not prudent to be wasteful of public property. Therefore, I urge you to reconsider your proposed plan. It must not be finalized without further consideration of the negative socio-economic effect on this area. The present plan must not be finalized until an alternative can be found to retain interchange Exit 180 of I-80N in its present design when I-82 is constructed. Thank you.

MR. SCHWARTZ: Thank you, Mr. Hansell.

MR. HANSELL: Would it be proper for me to deliver this testimony to you tonight?

MR. SCHWARTZ: If you would like.

MR. HANSELL: I would like to.

MR. SCHWARTZ: Mr. E. T. Johnson.

MR. E. T. JOHNSON: I am E. T. Johnson. I own the property in the corner where the race track is. I own the Sage and Sand Race Track, which is the third business. You made the statement there was only two businesses out there. This is also a business. I am in the business of training race horses. I have generally in the wintertime, 80 - 90 head of race horses in there training, coming and going and also on the corner of that property there is 14 acres of C-2 zoning which I went to a lot of trouble to get and I feel that once the legs are taken off there, this devaluates the property - value on my property because I don't think a C-2 is going to do much good on the freeway there when you can't get to it. And that is the reason I think they should be left, not only on my property but other property in the area. Thank you.

MR. SCHWARTZ: Thank you. Now, Mr. Don Wink.

MR. DON WINK: My name is Don Wink and I have Northwestern Livestock out there on the freeway. In regards to the map, as soon as we got a map, we placed it on the wall and the area ranchers that came in we pointed out to them what inconvenience this would surely cause when they come to visit our market.

For a little history on Northwestern Livestock, the highway took us out down at The Dalles, Oregon, in 1952. We came to Hermiston and we bought land out there, seven miles from town and everybody said, my goodness, why did you do that? Well, 12 years later, along came the freeway and they took our parking and they came within about 24 feet of the saleyard building and we had to fight and spend a lot of money in order to get access and here we are 12 years later now, and we are trying to save the access and it is a problem, we realize that.

But, Northwestern is not a small business. Our business to date, for this year, will be $8,000,000 plus. We will handle 15,000 head of livestock, 3,000 head of horses and not only that, there is another auction yard in this area and if we get pushed on the backburner down there on a dead-end road and that is about what it is. They can go someplace else and do business and so we feel that we will be hurt and hurt badly if they take away the exit there of 180 and that is about all I have to say.

MR. SCHWARTZ: Thank you, Mr. Wink. Richard Barton.

MR. RICHARD R. BARTON: Gentlemen, my name is Richard R. Barton. I am representing Barton Industries, Inc., which is owned by myself and my father, George H. Barton. We have approximately 125 acres on the southeast corner of the questionable interchange on Westland Road. We have a truck-trailer repair business there which was located there due to the easy access on and off I-80 intersection.

We are located approximately 180 miles from any other existing business of this kind which is Portland, Spokane, or Boise, Idaho. The type of equipment which we do repair on needs easy access on and off from the existing freeways due to the overlength limits and the heavy loads that they haul. This elimination of the on-and-off ramps of the intersection would almost completely abolish our business and many others in the very close vicinity.

I am just trying to state that I am definitly opposed to the elimination of any of the four on-off ramps of this overpass. Thank you.

MR. SCHWARTZ: Thank you. Representative Jack Duff.

REP. JACK DUFF: Mr. Schwartz and gentlemen, for the record, I am Representative Jack Duff of the 57th District.

I am here to testify against the removal of the interchange legs on the Westland Interchange of Highway I-80N. When the freeway was built this interchange was only put in after a long fight with engineers who said it was not needed.

The reasons for it being put in are still as valid as when the exchange was built. These are namely, access to the Westland

Road and the businesses which have developed along this road. It seems rather shortsighted to me to tear out a facility that is serving the needs of the local people and forcing them to go three or four miles out of their way to get to a road or business that is presently just off the freeway.

I believe that the needs and desires of the local people should be given first consideration in any road construction.

Thank you for you consideration in this matter.

MR. SCHWARTZ: Thank you, Mr. Duff. Robert Johnson.

MR. DAVID ROBERT JOHNSON: Gentlemen, my name is David Robert Johnson. I represent a company - a firm - W. J. Railroad Ties and Supply and my partner is Glen Warr.

It is understood that there is consideration to remove the freeway access road presently located at I-80.

This causes us great concern for a number of reasons. First of which would be the additional trucking cost incurred as we average three to five trucks a day. Secondly would be a possible reduction of sales in our retail and wholesale business.

We had selected the site because of its location and ease of access.

Our business volume amounts to approximately 400,000 ties a year and we have become very concerned about the effect that omitting that access would have on our gross dollar sales.

We deem it essential that the present access not be removed and also consider the cost to the public for removal certainly - may not be justified.

We also have a purchase option on the five acres of land and have paid considerable value for such property because of the accessibility for us to store and sell our ties.

We would certainly find that the removal of said access would deteriorate from the value of this property.

Therefore, we would state our position would be to keep the Westland I-80 access as it is presently located. Sincerely, Glen C. Warr, who is President.

We also, and I won't take the time to read it, we also have a trucking firm under W. J. Trucking which we handle the importing, we take up ties, we are into Canada, Montana, many states, and we bring trucks in at the average of, as I mentioned, 3-5 a day.

We also are in the sale of wholesale and both retail; we do some exporting business and we find that the location which we settled on is preferable to us because of that access there.

We feel, gentlemen, that it would have a great loss of value to us as far as what we've decided on purchasing the land for and also for the access because most of those trucks are loaded up to the maximum weight when they come in and go out. And, so we would certainly appreciate your consideration of that as another business that would be affected. Thank you. (See end of transcript for letter from W. J. Trucking.)

MR. SCHWARTZ: Thank you. Do you intend to, Mr. Johnson, leave the letter that you read to us?

MR. JOHNSON: Yes, let me leave both of them.

MR. SCHWARTZ: Okay. Now, I have to admit to the group that I tried to group all of Mr. Corey's group together hoping that we could get all of the testimony out of the way opposed to the Westland Interchange. I know that is not so, but now I would like to take somebody else's card not with Mr. Corey and his group and hope maybe we can hear something good about the design of the project that we have located.

I would like to call on Mr. Bud Draper.

MR. A. L. "BUD" DRAPER: I am A. L. "Bud" Draper, County Commissioner, Umatilla County. I don't think you called the right guy, Pat.

I would like to commend the Highway Department on this proposal. As you probably know, you have seen me many times before this microphone testifying against one route or the other and I am pleased you got it tied down to this location, so at least it is in a permanent situation but, I do have some thoughts on this overpass at the Westland Interchange.

The County Commissioners, at their meeting of August 15, went on record supporting this group, to leave these legs on this overpass. This was signed by two of the Commissioners, one sustained from voting on it. Mr. Ford Robertson and myself signed this.

There is one other comment. This is the same thing Mr. Corey has in his file. We presented this petition to him.

One comment, I would, on the design, Pat; at our last meeting the County Commissioners, the Mayors from different cities met with your group, we suggested as a money saving suggestion that this might be tied in this cloverleaf for Lamb Weston and tied into the railroad overpass similar to the one on the Island City Highway in La Grande. I notice this design wasn't even considered, or maybe there is some problem why this couldn't be used. It looks to me like a waste of money to have an overpass over the railroad here and also just a few hundred yards down the road, have another cloverleaf going into Lamb Weston. It looks like if these two could be tied together and save some money unless it is too close to Highway I-84, or I-80 to be worked out that way.

If this would be located in that area, this would cut down the route of one leg to this sales yard by being near the railroad track but I am not suggesting, the Commissioners went on record, leaving all the legs as is, maybe design this cloverleaf around it or someway, but that is the way we stand. We don't want to tie this project up and I think it could be negotiated on - this overpass. But, we would like to see the legs - as many legs stay as they can. And, so I would like to thank you gentlemen for this time and I hope this is the last time I have to testify. This has been going on for about 20 years, so, thank you, Pat.

MR. SCHWARTZ: Thank you, Bud. Woody Starrett.

MR. F. K. "WOODY" STARRETT: I am F. K. "Woody" Starrett and, as Bud just said, we've testified many times. I remember being in Salem in 1958 and the thought of this road coming up through the area it was part of a consideration. I was promised at that time the Stanfield Road would be built shortly. That's the one that hasn't got done yet either.

But, going through it, I think that we have been very concerned over a long period of time. We were first concerned of how it would impact our county roads and what it would do and, in general, I think you have done the most possible with what you had to work with to avoid severely impacting county roads. You've got the interchanges where they will be effective for us for moving people. Sometime there will have to be another bridge accross the Umatilla River, maybe two more, and the interchanges are placed strategically enough that they can hit those future bridges, I think, and such maybe as we might have.

Moving on down the area, as we come through it, again you have come to the natural barriers of the river and the natural barrier of Ordnance, so I think you have the least impact on agriculture which again we might think is the best you can make out of a bad situation. Any time you build a road you are going to impact agriculture, you are going to impact the people. But, we appreciate the time you have taken and I went through some 200 feet of your showing today and the detail that you had, and it looked like you were not impacting agriculture too hard in that area.

Coming on down to the end of the issue of which again is the interchange at Westland - and, I am just as concerned as the other Commissioners that the economic interest there at the Westland exchange be retained so that they can go on. We have zoned that area, not just the existing businesses but we have to look 20 years in advance of other businesses, other things that will settle in that area and it's a prime area for us to put some of our planning effort into locating new businesses and new enterprises.

So, we would like, I would like to see the interchange remain. I would like to see it be functional, the only reason I did not sign the resolution was I felt in fairness to you that I should take a look at your problems. And, I have done that. We looked at the deal previous to that. I think I was the only Commissioner who had seen this pile of spaghetti you have over here with the legs on top of each other and I reasoned that you were going to have to make some compromises.

I don't see the compromises being at all difficult in keeping that which is to the east - those two legs I can't see any problem except maybe some signing problems. I think that you show a frontage road over here. I believe that would save that third leg without much of a problem and I've done two-thirds of your work and all you have to do is solve the fourth one and we're back in business. I thank you.

MR. SCHWARTZ: Thank you, Woody. Harry Oswald.

MR. HARRY OSWALD: My name is Harry Oswald and I am from Pendleton, Oregon. Tom Harper, the City Manager of Hermiston, was here at the informational hearing this afternoon and was not feeling well and he handed me this resolution and asked me to read it at the hearing tonight. The resolution is #849 and it is from the City of Hermiston. It says:

WHEREAS, tentative plans of the Oregon State Highway Division would eliminate the Westland Road Interchange (Exit 180) on Interstate 80N when Interstate 82 is constructed, and

WHEREAS, it is the feeling of the City Council of the City of Hermiston that it would be in the best interest of all the citizens of this area to retain the Westland Interchange if at all possible; now therefore

BE IT RESOLVED by the City Council of the City of Hermiston that the Oregon State Highway Division make an engineering study to determine if it is feasible to retain the Westland Interchange or or any parts thereof.

PASSED by the Common Council this 13th day of August, 1979.
APPROVED by the Mayor this 13th day of August, 1979.

Signed by Mayor Gray
Attested to by City Recorder

MR. SCHWARTZ: Thank you, Harry. Ron Baker.

MR. RON BAKER: I am Ron Baker, President and owner of C & B Livestock, Inc., located in the Feedville industrial area south of Hermiston. As you are also aware, we are owner of one of the pieces of property which the proposed "J" Route goes through, which affects two circles.

Your officials have come and explained the routing that you have worked out in coming through our property. It isn't routing that makes us pleased or happy, but as I told the official, I would by very happy to go along with that routing if it solved the problems that an expenditure of $50,000,000 should do in the west end of Umatilla County in solving transportation problems.

As already as you all are very, very aware, you have done a lot of work. There has been a lot of input put into this routing and unfortunately you are still about to build a major monument to poor planning, to inefficiency, and to political expediency. Now, let me explain.

It is very common knowledge, and has been pointed out many times, that the "J" Route is about at least 12 miles further than other routes because the main purpose was to connect the interstate, mainly the routing of traffic from the east to go across the Umatilla Bridge. You are all aware of that, but, you know, when the decision is made, 12 miles didn't seem like very much. And, I think it is a few more miles than that. But, now you know that we are in a major energy crisis. And, that energy crisis is growing by leaps and bounds. You know that trucks use to operate at less than a $1.00 per mile; are now charging $1.75 per mile and they are going to be above $2.00 a mile even probably by the end of this year.

We know that car costs of traveling have almost doubled. We all know the energy crunch. And, we are going to build a monument and take all this traffic and go around an extra 12 to 15 miles (you have the exact figures, I do not). And, you will actually expend an additional operating cost to the general traveling public that utilizes this route, millions of dollars per year, after you have expended $50,000,000. I realize that - also when we have studied this route - the reason I call it political expendiency is the fact that all through the hearing process, there has been - it has appeared to be a minority report, you might say, of people that are saying "Heah, this isn't the route" but it was always seemed to be overwhelmed because if we had looked at the alternate route of basically - that the last was the alternate "C" Route basically involved more people.

We are generally compatible people in the west end of Umatilla County. We don't like to come against our neighbors; we don't like to come against the City officials, we, you know - and, so you make your point.

We as the property owners in the Feedville area made the point to the Planning Commission, it went to the County Court, went to the Highway Commission. In came all the political influence and it was denied. Don't shake, don't change it, leave it set, it won't get built if you bother the thing, and we are continuing to do the same thing. We've gone one step and we are now just about to okay and rubber stamp the thing when Mr. Ferguson, I believe, will recognize and I think has said and others that, you know, you're not very happy with the route - for solving the transportation problem, you just can't be very happy with it.

And, when we get through we've expended the Federal cost sharing funds, and so on, then the City officials of Hermiston, Stanfield, and the County officials are still going to have to go back to the drawing boards and figure out how they are going to void or try to satisfy the traffic congestion and the truck traffic that continues to flow through Stanfield, through Hermiston, which needs to get to the Port of Umatilla, the growing industrial area south of Hermiston, and the Feedville area which is expanding to the east and it's isolated because you have put the route on the west side of the Umatilla River and there is only one bridge across.

If you stood on that bridge last winter when the icy conditions and saw as many vehicles overturned and have killed several people there already, and we are going to add more congestion, they said, "Oh yes, we will eventually build another bridge." Nobody has any money to build a bridge, the County doesn't, they just lost their road levy, the City doesn't, the State doesn't, and when you get through spending this money, you know the Federal Government is not going to put any more money in here. And so, we all essentially are saying "Oh, we have been at it so long, let's get through with it, get it over with." And nobody is willing to bite the bullet and come back and say "Heah fellas, we're wrong."

And, really, you have a responsibility; not you as engineers but the Highway Commission, I have addressed my letter to the Highway Commission saying, "Heah, take another look at the reasons why we are connecting the highway, this interstate highway system up as we are and why don't we bite the bullet and do it right." Doing it right isn't always politically popular and unfortunately I can go and talk to some of the political figures that stand and talk and they talk in the cloakrooms and say, "It's a political solution, it is not the solution of the transportation problem but nobody wants to get up here and, as I say, bite the bullet."

I guess I am just independent enough that I want to come and say for the last time, "Heah fellas, you're building a monument" and it has been said, not by me, but by some of your own officials and I think that the problems that you've got at the interchange now is just one additional evidence of the problems that this route has in store for us and we'll continue to pay, and pay, and pay. So why don't we go back to the drawing boards, go back and really try to solve, and can. We really can solve some of the congestion problems that we have in this area as well as satisfying the interchange.

And, certainly taking all this traffic, all this additional distance, is not in the public interest when we're trying to save energy as we presently are.

I had a letter. I basically paraphrased it here for you and I will be glad to give it to you. (See end of transcript for letter.) And, I thank you for your consideration.

MR. SCHWARTZ: Mr. Baker, you realize that this hearing we're having really is to comment on this design, not rehash again the issue of whether or not we're on the right corridor. You're probably aware that this issue came up again last winter and we heard what you are saying and this issue was heard before the Transportation Commission at one of their meetings last winter and again the folks from Umatilla County came down and reaffirmed their original support for the "J" Route and you didn't show up down there. You should have been there, I think.

MR. BAKER: Well, I am, you know, I am involved in the business, in running the business and I have tried to put my input in. You know, I don't have time to run around to every public hearing and so on and I know you have made those decisions, but you still have a public responsibility, you know. I mean if you get ready to jump off the bridge and you suddenly decide, no, that isn't right, then you better take another look and, you know, you are going to spend a major amount of the money.

So, I mean everybody here participates if they don't voice it, I grant you, I'll participate in it but it has been voiced and I am disappointed with the fact that more people have not openly voiced it, that is true. I mean it is the political process and I am saying it's poor planning and basically the testimony here has already pointed out, it's poor planning and just to continue it is evidence of the process that we're caught in and I don't suppose that what I've said will change it but at least that when we try to solve these other problems which are so evident, ten years from now and so on, at least you can say that "Yep, we did it wrong." But, I would like to think that some Highway Commission people still, you know a wiseman changes his mind but a fool never does.

MR. SCHWARTZ: Well, thank you, Mr. Baker. Steve Lindstrom.

MR. STEVE LINDSTROM: Good evening, I am Steve Lindstrom, the Manager of the Port of Umatilla. I appreciate very much the opportunity to make this brief presentation this evening.

I would like to touch on three points.

First, (while we are rehashing a bit of history here this evening off and on) it is noteworthy that the first Port Commission resolution of support for Interstate 82 was adopted on December 4, 1957 - nearly twenty-two years ago! Our reasons then, as they remain now, were that Interstate 82 is more than an interstate highway for long distance travelers and military movements - it is a vitally needed and necessary transportation link for the continued economic well-being of the Eastern Oregon region. Though substantive opposition has never made its presence felt, it has taken twenty-two years to reach the point of reviewing preliminary plans.

We, the Port, are charter members of the Northeastern Oregon Roads Association and have been strongly supportive of I-82 at each arduous step of its planning since the beginning. Not only have we testified several times over the years to the Oregon Transportation Commission and its predecessor but, we have testified to the Washington State Transportation Commission, various members of Congress, calling back names like Senator Neuberger, Senator Morse, Governor Hatfield, State Treasurer Straub, a variety of Federal and State officials and agencies and other public bodies on behalf of I-82. So, a vocal history of support exists with us at the Port.

Second, we see that an excellent job has been done in routing the "Oregon segment" of Interstate 82. For your benefit, Mr. Chairman, I'll repeat that. We see that an excellent job has been done in routing the "Oregon segment" of I-82. Our thanks go to the I-82 Citizen's Advisory Cimmittee for their rather tireless and often thankless efforts to recommend the best route with the least disruption of activities and citizens in our area. In addition, the Highway Division personnel deserve credit for following closely the Committee's recommendations in drafting the preliminary plan.

Third, the preliminary design provides well for frontage roads, adjusted routes, interchanges and rights-of-way amendments in order to minimize negative impacts of the I-82 Corridor on existing land use and other local activities. Of special importance to the Port are the arrangements made to facilitate both existing and future industrial enterprises. All provisions in that vein are satisfactory, save one. We note with grave concern the preliminay design calls for closing the existing Westland Interchange (Exit 180) on Interstate 80. This proposed closing would have a severe negative impact on several local businesses and would reduce the flexibility and scope of industrial development opportunities in the adjacent areas.

I'd like to depart for a moment from my prepared text and elaborate. Both the record and current use speak adamantly to the value and necessity of this interchange. I think that all the correspondence that we've ever had in the Port files that I reviewed today, and believe me, there is a mountain of it, we've never seen opposition at that time proposed of the currently existing interchange at Westland Road. So there is unilateral support up and down the ladder and across the board for that interchange as it exists.

Secondly, and this is a more general comment. Perhaps a little more off the germane issue or the germane reason for which interstates exist and that is for the maxi-movement, if you would, of traffic. The area in which we live and work is an area that is alive with growth, movement, vitality. And, to remove an interchange at the same time our neighbors to the west are fighting lustily for an additional one would be, I think, folly. I'll continue.

The Port of Umatilla Commission resolved on August 6, 1979, to support retention of the Westland Interchange on I-80 upon construction of I-82. A copy of that resolution is attached to and by this reference made a part of this testimony. (See end of transcript for resolution.) We are very hopeful that cooperative efforts by interested local citizens and business persons, as well as local organizations, along with Highway Division engineers will discover and adopt a suitable method of retaining ingress/egress routes at the Westland Interchange.

In closing, I would like to renew our offer of wholehearted support of the Interstate 82 preliminary design with the singular exception, as noted. We urge you to pursue rapid design, construction, and completion of the "Oregon segment" of I-82. Beneficial use of this vital transportation link cannot come too soon. Thank you very much.

MR. SCHWARTZ: Thank you, Mr. Lindstrom.

MR. LINDSTROM: Excuse me, Mr. Chairman. I forgot one thing. I have picked up from the engineers in the back of the room a copy of the Environmental Assessment and the Corridor Summary. They updated that in 1978, I believe.

I will hold those at the Port office for anyone at this meeting or their friends who would care to look them over in the next few days before the record is closed. And, at the same time I would like to request from you a copy of that size map, color coded, if at all possible, following this hearing. If you could drop me one in the mail, I would truly appreciate it.

MR. SCHWARTZ: If you will stay here until the hearing is over with, you can take one of them home.

MR. LINDSTROM: There goes supper!

MR. SCHWARTZ: Or if you'll miss your supper, we'll send you one.

Malcolm Skinner, you didn't mark any one of your boxes, I see. (Nodded no.) Bill Thompson, you didn't mark either one of them either. Do you wish to say anything? (No) The same thing for L. J. Marks. You didn't mark either one of your "yes" or "no" in the box. (No) And Robert Lamb put a question mark in his box. Do you wish to make a statement, Mr. Lamb? Not yet? Well, Norma Quick also put a question mark. Do you wish to make a statement?

MS. NORMA QUICK: I think I will. My name is Norma Quick, Route 1, Box 1050 at Hermiston. I own property on the River here, not too close to the interchange, but in the general neighborhood. What I perceive in this situation is that people in Salem are seemingly unaware of, or simply cannot accept the fact, that this area is growing and growing rapidly and that there are physical beings other than jack rabbits in this area. We are farmers, businessmen, students, Federal workers, parents, very real human beings with very real everyday human needs including adequate highway facilities.

We are getting a little tired of being thought of as an insignificant portion of Oregon's population. We are tired of being run roughshod over by State bureaucrats. Our population has grown by leaps and bounds in this area over the past few years and it will probably continue its momentum in growth. We wish that you down there running things would admit that there are components of the great State of Oregon elsewhere than in the Willamette Valley and along the Pacific Coast. That's all.

MR. SCHWARTZ: What specifically is the - is there anything or facet of this design that you're particularly objecting too?

MS. QUICK: I don't think there is any need to remove those ramps. I think they serve a real purpose and I don't see any point in taking them out.

MR. SCHWARTZ: All right. That's what I didn't understand.

MS. QUICK: Well, you're not a mindreader. I guess you couldn't understand if I didn't say so.

MR. SCHWARTZ: All right. Thank you. Norman Schroth, you didn't mark yes or no either. Did you wish to make a statement? He is waving his hand, no. Jackie Payne, you also had a question mark. Did you wish to?

MS. JACKIE PAYNE: I think it has pretty well been covered.

MR. SCHWARTZ: They've said yours. All right, Doris Bounds said yes, she would like to make a statement.

MS. DORIS BOUNDS: I should have been nearer to the front. I am Doris Bounds and a landowner in the Westland area. My family have owned property, and it amounts to about 200 acres, for over 60 years. We have paid taxes on it and we have had no benefits from it. It's located on a railroad, right next to the highway and hopefully will be beneficial to the development of this area. It's very available. Twice the court has taken options on it. It's a very inexpensive piece of property, but it is so beautifully situated and I think would be a great benefit to some plant or development that would contribute to this County.

It would be very severely crippled by the taking away of the Westland overpass. It would take over half the property and move it to the other side of the freeway and make it absolutely impossible to be used for anything in the contributory way other than agriculture.

I think the understanding is that there would be a very small underpass, 40 foot I believe they tell me, that would go under the highway. It would make it available from one side of the property to the other.

Without any special request, at the time that they were zoning this County, it was zoned A-1 because of its location on the highway and on the railroad. It's something that I hope will contribute as a location to some development that will be a benefit to our County.

I am also a member of other organizations that have voted to maintain the Westland overpass but I also wanted to put forth the personal interests that I have in this matter. Thank you gentlemen.

MR. SCHWARTZ: Thank you. I have now gone through all of the cards of those who indicated a desire to speak. Is there anyone who has changed his mind and now wishes to be heard? A gentleman is raising his hand. Mr. McGee, would you come forward so we can record what you have to say?

MR. LYLE McGEE: I am Lyle McGee. I own the Crossroads Truck Stop and I was always told a rope had two ends. Now, what are we going to do on this other end. We're interested strictly tonight, it seems like, with one end. What are we going to do with the other end? Now, how is it going to go? Nobody had ever been told how it is going to come off the bridge and how it is going to go around.

MR. SCHWARTZ: I presume you are asking about what is going to happen in Washington?

MR. McGEE: No, no. In Umatilla. I own a Crossroads Truck Stop on the corner of 730 and the Bridge. This has never been mentioned - how is it going to go? What I mean is, what is the State's plan now for it?

MR. SCHWARTZ: We've been here since 10 o'clock this morning explaining to interested people anything, all facets of this design and we'd be glad to discuss it with you too if you want. I just don't think this public hearing is a time to go into detail. We presume that most of the people that came to the public hearing here tonight had made themselves knowledgeable and were ready to comment on the facets of our design. If you'd like, we have people here who would be glad to explain in detail just exactly what is going to happen at the north end of the project.

MR. McGEE: I appreciate your statement but we all have to work for a living and I wasn't here today. I did get back in time tonight for this meeting.

MR. SCHWARTZ: Well, we will be glad to, after this part of the hearing is over with, to stay here and go over this with you and explain it to you in detail and if you would like to make a comment or something after you've heard that, we'd be glad to accept that as a part of the record for this hearing too.

MR. McGEE: I would love to because I would like to know where I stand on this thing too.

MR. SCHWARTZ: Well, we can show you but we have to get our maps out, which we've put away now - that have all that detailed information on it and we will be glad to show you what's going to happen to you.

MR. McGEE: I don't really think anything but I'd like to know, you know, it affects everybody. I'm sorry I wasn't here today and I couldn't make it but I would like to know. They say a rope's got two ends. We can't always be on one end. You got to be on the other end too.

MR. SCHWARTZ: I appreciate that, really, and if you'll stay here for a few minutes after we close this part of the hearing, we will be glad to get the map up and show you exactly what happens and how it affects you.

MR. McGEE: Okay. I'd appreciate that. Thank you.

MR. SCHWARTZ: Thank you. How about anyone else? There is a gentleman in the back of the room.

MR. TOM LAGIER: We got here a little late tonight so I didn't have my card presented. My name is Tom Lagier and I have a part interest in a tract of land that is in the Westland Interchange area. We bought the land because of the fact that it had a highway access and that it was on commercial and it seemed inconceivable to us that in an area that has a growing industrial and economic business enterprise, beginning to show progress there, that you would take the access away. Because it essentially removes the essential element for the development and progression of the business community there. And, I would just like to state that we would certainly like to see you retain the access as it was originally installed. Thank you.

MR. SCHWARTZ: Thank you. I was going to ask you if we could have your card. How about anyone else. Did anyone else change their mind and wish to make a comment?

MS. KAREN BISHOP: I am Karen Bishop. I have the Paddock Tavern on Westland Road, a little over 5 acres on zoned commercial. And, if you don't leave the Westland Overpass, you're going to put me at a dead end. There will be no way that I will be able to survive. I depend entirely on people going by. I don't have very many people that specifically drive five miles to come out to my business and if you put an overpass away from me and people have to decide whether they are going to come back to my place or go on to town and go to Brand "X", then I am going to lose everything I have. And I want the overpass left the way it is.

MR. SCHWARTZ: Thank you. How about anyone else? Any other late arrivals or people - there is a gentleman.

MR. HARRY NOBLE: Gentlemen, I got in a little late too so I didn't get my card to you. I am Harry Noble and I live just south of the interchange we're talking about at Exit 180. I've got 30 acres there and I've built a little arena there. I've got some recreation facilities for horse-minded people or cowboys, anybody in that field. And I do have some large turnouts there on weekends, especially in the fall and winter and early spring. And all summer long all of my neighbors can see as they drive by is that I got a lot of people coming there. And they come from Idaho, parts in Eastern Oregon and they also come from the Washington side.

And, this interchange, if you take the legs off of it, it is going to make it real tough for everybody to get there. Now, they are going to find that it is going to make it harder for them to find and I feel like it is going to make a bottleneck getting to and onto that freeway the way it goes and the way it is going to circle around. It is going to make a real hazard there with horse trailers and the kind of traffic that's going to be there. And, I would like for you to consider it; I want to go down on record that I think this interchange should be left as is. Thank you.

MR. SCHWARTZ: Thank you. Now, does anyone else care to comment? Mr. Carper.

MR. BERNIE CARPER: It was my privilege to serve as Chairman of this Citizens Advisory Group. We had a good participation, cross section of the community and we had some good input from the citizens. The total proposed corridor as established in the hearing here tonight, there has been very few comments on any portion of it except on the southern end. Now, we did not have much input from the citizens at the time of our Citizens Committee meetings and I think that it is important for me as Chairman to indicate this so it will be a matter of record. I am sure that the minutes will verify my statement.

There was not much discussion; we had five, six, seven meetings and little discussion was made or had concerning what would happen to that interchange inasmuch as even before our final meeting we had not had the approval from the Department of Army to move the corridor far to the east as possible, next to the Depot fence.

However, in our recommendations, I think you will note that if the interchange to be at the southern end was to accommodate all of the businesses as best manner as possible, and, I think it will also indicate that the present I-80 Exit would not be disturbed if at all possible. And, I am not an engineer and you gentlemen are. And, but, I feel that it is important that the record show that the Citizens Committee did not have much input for this particular area that it involved because of the complexity of the situation. There was many factors when we made our final recommendation to you that were unknown as I say, including the location on the east side of the Depot fence - and then exactly where the enterchange would be in relation to Westland Road.

MR. SCHWARTZ: Thank you, Mr. Carper. And, Mr. Carper is right, the Citizens Committee had finished their work before we got all of the details of some of these interchanges done and they really had no input into taking the legs off this interchange. I think that is correct that the record should show that.

Now, I would like to again remind you folks that we do have this person across the hall who would be happy to privately record the testimony of anyone who doesn't feel comfortable or for some reason or another doesn't want to make their testimony here. We will stay here and the lady across the hall will stay here as long as anybody cares to comment on our proposal.

Before we close, I would like to remind you again that written statements will be accepted for the next ten days as a part of the testimony of this hearing. If you have written anything on your cards, you can either leave them here tonight or if you want to make a written statement and mail it, you can mail it to the Department of Transportation, Commission Services, Room 121, Transportation Building, Salem 97310.

If there are no further comments, I declare this hearing closed at 9:05 p.m., Pacific Daylight Time.

CARD COMMENTS

JOHN HANSELL: Opposition to removal of the interchange ramps of Exit 180 of I-80N.

L. J. MARKS: There should be access to highway at Northwest Livestock Comm. Company.

LOUISE LAGIER: I am in favor of keeping the Westland Interchange intact to serve local, existing businesses, including our own land.

LETTER RETYPED

U.S. DEPARTMENT OF COMMERCE
Bureau of Public Roads
Washington, D.C. 20235

In Reply Refer To:
32-10

July 12, 1965

Honorable Wendell Wyatt
House of Representatives
Washington, D.C.

Dear Mr. Wyatt:

Interstate traffic service to Westland Road and particularly the Northwestern Livestock Auction Yard has been the subject of considerable study and correspondence by the Oregon State Highway Department and the Bureau of Public Roads. The need for easy access to the auction yard is recognized but to date the State's submissions regarding an interchange have not been sufficiently supported to warrant our approval.

The State now informs that they have assembled traffic and cost data which they believe will adequately justify the interchange and that we can expect a request for its approval in the near future. State Representative Mann and other interested residents of the Westland Road area may be assured that when this request is received, the Bureau of Public Roads will give it prompt and careful consideration.

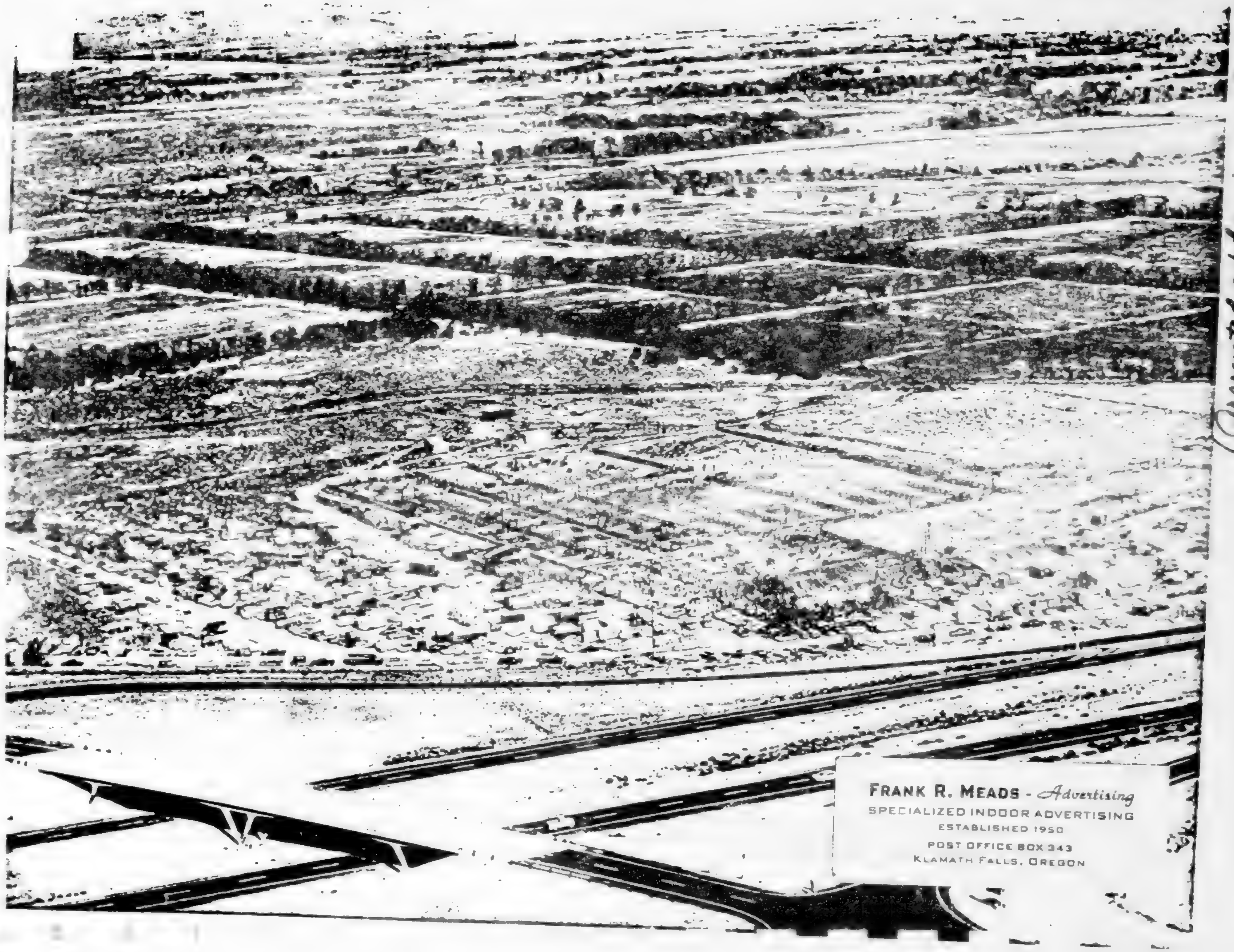
Sincerely yours,

Rex M. Whitton
Federal Highway Administrator

Enclosure

Transmitted Correspondence

(Presented by George Corey at hearing)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KLAMATH FALLS, OREGON

(Presented at hearing by Geo. Corey)

-37-

PETITION

We, the undersigned, do hereby petition the Highway Division, Oregon Department of Transportation, to plan and design the proposed routing of Interstate 82 with Interstate 80 North highways in a manner whereby

THE EXISTING WESTLAND ROAD - INTERSTATE 80N INTERCHANGE WILL CONTINUE TO PROVIDE ON-OFF RAMPS FOR THE TRAVELLING PUBLIC AND WILL REMAIN IN ITS PRESENT DESIGN.

The public interest of residents of and persons working and doing business in this area is best served by the retention of the Westland interchange as access to and from Interstate 80N, as now constructed.

DATED July 23, 1979.

PRESENTED AT HEARING BY GEORGE H. COREY AND SIGNED BY APPROXIMATELY 500 PERSONS. ORIGINAL PETITION ON FILE IN COMMISSION'S FILES, SALEM

IDENTICAL PETITION SUBMITTED BY NORTHWESTERN LIVESTOCK COMM. CO., PO BOX 134, HERMISTON, AND SIGNED BY 99 PERSONS. (Original petition on file in Commission's files, Salem.)

(Presented at hearing by George H. Corey)

COUNTY OF UMATILLA

RESOLUTION

WHEREAS, tentative plans of the Oregon State Highway Division call for removal of the ramps from the Westland Road interchange exit number 180 when Highway I-82 is constructed, and

WHEREAS, the Board of Commissioners, Umatilla County, Oregon, is of the opinion that the removal of such ramps at the Westland Road interchange is not in the best interest of the public and particularly of Umatilla County; now, therefore,

RESOLVED, that the Board of Commissioners, Umatilla County, Oregon, does hereby express its opposition to the tentative plan to remove the access ramps from exit number 180 Westland Road interchange on Highway I-80N upon completion of Highway I-82 and recommend further that the Westland Road interchange remain in its present design, and

BE IT FURTHER RESOLVED, that this resolution be presented at the hearing on the proposed plans for the Washington State line to Interstate 80-N section of Interstate 82 to be held during the month of August 1979 by the Oregon Department of Transportation and that a copy of this resolution be forwarded to the Department of Transportation, Salem, Oregon.

DATED this 15th day of August, 1979.

(Presented at hearing by
George Corey)

RESOLUTION

PORT OF UMATILLA COMMISSION

WHEREAS, tentative plans of the Oregon State Highway Division would eliminate the Westland Road Interchange (Exit 180) on Interstate 80 - N when Interestate 82 is constructed, and

WHEREAS, the continued existence of the Westland Interchange is necessary to serve essential commercial and industrial enterprises and to serve the best interests of the public; now

THEREFORE BE IT RESOLVED that the Port of Umatilla Commission does hereby express its support of retaining the Westland Interchange upon construction of Interstate 82, and

BE IT FURTHER RESOLVED that this Resolution be made a part of the Port of Umatilla testimony at the Interstate 82 hearing on August 16, 1979 and that a copy of this Resolution be forwarded to the Transportation Commission of the State of Oregon.

APPROVED by the Port of Umatilla Commission this 6th day of August, 1979.

(Presented by George H. Corey at hearing)

RESOLUTION

WHEREAS the tentative plan of the Oregon State Highway Division would eliminate Westland Road Interchange (Exit 180) on Interstate 80N when Interstate 82 is constructed and

WHEREAS it is the feeling of the Hermiston Development Corporation that it would be in the best interest of all of the citizens of this area to retain the Westland Road Interchange if at all possible and now therefore

BE IT RESOLVED by the Hermiston Development Corporation that the Oregon State Highway Division make a study to determine if it is feasible to retain the Westland Road Interchange or any parts thereof.

PASSED by the Hermiston Development Corporation, this 14th day of August, 1979.

Joe E. Burns, President
Hermiston Development Corporation

(Presented at hearing by George H. Corey)

RESOLUTION NO. 849

WHEREAS, tentative plans of the Oregon State Highway Division would eliminate the Westland Road Interchange (Exit 180) on Interstate 80N when Interstate 82 is constructed, and

WHEREAS, it is the feeling of the City Council of the City of Hermiston that it would be in the best interest of all the citizens of this area to retain the Westland Interchange if at all possible; now therefore

BE IT RESOLVED by the City Council of the City of Hermiston that the Oregon State Highway Division make an engineering study to determine if it is feasible to retain the Westland Interchange or any parts thereof.

PASSED by the Common Council this 13th day of August, 1979.
APPROVED by the Mayor this 13th day of August, 1979.

L P Gray
MAYOR

ATTEST:

Robert D. [illegible]
CITY RECORDER

(Presented at hearing by George H. Corey)

(proposed)

RESOLUTION

WHEREAS, tentative plans of the Oregon State Highway Division call for removal of the ramps from the Westland Road interchange exit number 180 when Highway I-82 is constructed, and

WHEREAS, the Umatilla County Cattlemens Association is of the opinion that the removal of such ramps at the Westland Road interchange is not in the best interest of area cattlemen; now, therefore,

RESOLVED that the Umatilla County Cattlemens Association does hereby express its opposition to the tentative plan to remove the access ramps from exit number 180 Westland Road interchange on Highway I-80N upon completion of Highway I-82 and recommend further that the Westland Road interchange remain in its present design, and

BE IT FURTHER RESOLVED that this resolution be presented at the hearing on the proposed plans for the Washington State line to Interstate 80-N section of Interstate 82 to be held during the month of August 1979 by the Oregon Department of Transportation and that a copy of this resolution be forwarded to the Department of Transportation, Salem, Oregon.

Ted Forth

President, Umatilla County Cattlemens Association

(PRESENTED BY GEORGE COREY
AT HEARING)

Keep Interchange, Board Says

Commissioners Oppose Westland Change

By VIRGIL RUPP
Of the East Oregonian

PENDLETON — Don't cut the legs off the Westland interchange of Interstate 80 North, the Umatilla County Board of Commissioners said Wednesday.

It approved a resolution presented by attorney George Corey, Pendleton, and backed up by petitions with 500 or more signatures.

THE PETITIONERS object to an Oregon Highway Department plan that would turn the Westland interchange into an overpass and create a new interchange nearby with new Interstate 82.

A hearing on plans for Interstate 82 is scheduled for 7:30 p.m. today at the Columbia Inn, McNary.

Corey said, "It would be a tremendous and ridiculous waste of public funds to emasculate" the Westland interchange and then build a new one nearby.

Informally, highway personnel have said the legs of the new interchange would be too close to the Westland interchange for safety.

"THIS IS A SLEEPER," Corey said of the plans to turn the Westland interchange into an overpass. No formal announcement of the decision to do away with the Westland interchange has ever been made.

County Commissioner Ford Robertson said that at a hearing in Hermiston some months ago no mention was made ofthe plan to do away with the Westland interchange.

"Why spend good money to build another? It's a ridiculous move."

Commissioner Bud Draper, Umatilla, who has been involved in Interstate 82 planning for nearly 20 years, said he wasn't aware of the Westland interchange plans until two weeks ago when a businessman in the area complained about it.

Commission Chairman F.K. Starrett did not vote for the resolution. He said he wanted to leave room for negotiation.

August 21, 1979

Transportation Committee
Room 121, State Highway Building
Salem, Oregon 97310

Gentlemen:

In response to your proposal to change the Westland Access, I would like to comment as follows:

First, I have gone to a great deal of time and expense to follow through on the land planning concepts of the State of Oregon. My property, located in the N.W. corner, has been re-zoned since my purchase to C-2 and F-1. This has been done in conjunction with the state land planning program and with regards to my prime location and ease of access to I-80 from Westland Road. I also paid what would have been considered a premium dollar for this land because of access and potential development.

Obviously then, such value presently on this land would be greatly diminished by the change of access, and the so-called progress, if devaluation of property could be called progress, would be questionable.

I have done a great deal both in time and expense to develop interest in my property, with consideration to its location, presently having secured two businesses and my own to reside at this location. However, such decision to change the access would certainly affect these businesses, as they chose to locate here because of ease of access. The effect would be one of monetary loss, both in dollars paid for property and dollars lost because of increase cost due to changes.

Obviously the dollar value of my property would deteriorate because of change and the likelihood of attracting new businesses would be deteriorated; thus causing me a great deal of loss monetarily.

The statement arose at your public meeting by the Citizens Group chairman, stating that: "there was not much input to the removal of the Westland Access at the time of their involvement."

Let it be clarified that a public knowledge of this removal was not known until about thirty days before the public hearing--but it was quite obvious by those who attended that all were opposed to the removal of this access.

I myself would then like to state that I am definitely opposed to any change of the Westland, I-80 access.

Sincerely,

E. T. Johnson

(no address given on
envelope)

ETJ:ne

RECEIVED
AUG 24 1979
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED
C. W. HEAD

WJ Railroad Ties & Supply Inc.
P.O. BOX 198
Hermiston, OR 97838
(503) 567-9817

Glen Warr 567-8184 Home

Robert Johnson 567-5941 Home

August 16, 1979

Dear Gentlemen:

We have entered into the trucking business for the purpose of transporting railroad ties into and out of the Hermiston yard for the W. J. Railroad Ties and Supply, Inc.

It has come to our attention that the State is considering the removal of the Westland I-80 access. Because of the large volume of shipments which we handle for W. J. Railroad Ties & Supply, Inc., we feel that such an action would certainly effect our cost structure in regards to transporting said goods.

We certainly question the validity of such action to remove the access.

We question the increase in money to the public, and voice our opinion of favoring the continued existance of Westland road as an access to I-80 as presently located.

Sincerely yours,

David Robert Johnson,
Secretary-Treasurer
W. J. Trucking

DRJ/bly

C&B LIVESTOCK, INC.

P. O. Box 109 • HERMISTON, OREGON 97838 • AREA CODE 503 567-5552

Oregon State Highway Commission
Salem, Oregon

Gentlemen,

I am the owner and president of C & B Livestock, Incorporated and have been involved in the development of the West End Umatilla area since 1955. I am a land owner in which the proposed J Route will cross the back side of two circles and cause a substantial revision to the irrigation system. However, more important, we have developed and are involved in a large livestock feeding, cattle breeding, and farming operation in the West End of Umatilla County. I submit this analysis to you because I see that we are on the verge of building a monument to poor planning, inefficiency, and political expediency under the present proposed J Route. Let me explain:

1. It is common knowledge not only among the engineers but among those that have really analyzed the traffic needs of the West End of Umatilla County as well as the need to interlock with the proposed interstate highway system that a route on the East side of Stanfield and Hermiston most nearly solves the traffic~~e~~ demands of the area. Instead, the J Route has involved an additional twelve miles of additional travel for those users from the Pendleton area and east. At the very rapidly rising mileage costs of $1.75 per mile on trucks and 25¢ per mile on cars, it will cost millions each year in additional operation costs to carry all that traffic the approximate twelve added miles. Furthermore, the J Route does not service the traffic to the Port of Umatilla area or the industrial area south of Hermiston because it is isolated to the west by only one bridge over the Umatilla which creates a very serious traffic hazard particularly during freezing weather.

2. I realize that these points have been hashed and rehashed among the various entities of the West end of Umatilla County and that the public opinion tends to support the J Route. This is because the J Route involves the least number of land owners and the proposed alternate C Route involves many more individuals who have effectively lobbied the Route out of their way. We are all neighbors and friends and it is difficult to come against the various interest of individuals, but it is also important that we at this time make an effective contribution to solving the traffic problems that are involved with this route as future funds from Federal Cost-sharing, the state, as well as Umatilla County funds will be a long time coming. I am sure you are aware that Umatilla County just lost its road levy election.

3. The planning of the J Route leaves the congestion problems through Stanfield and Hermiston and the need for an effective by-pass for truck traffic unsatisfied. There have been county leaders as well as various local planners who have individually pointed out that the present solution is strictly a policitcal solution rather than a satisfactory traffic solution. If we are to invest the fifty some odd million dollars that is involved in political expediency, we will again point out that our planning is really by political voice rather than the voice of solving the problem.

4. The winding nature of the J Route including the elimination of the Westland

interchange and the building of an additional bridge across the Umatilla River is indicative of the inadequate planning of this route--your own highway officials have stated that they are not very happy with the outcome.

Our main operation is located in the Feedville industrial area and as landowners we ask the County Planning Commission to request the county court to request the state to reconsider and review this decision which you have turned down. However, in light of the current serious energy situation and rapidly rising operating costs, it is important that you reconsider your position or become part of the expedient political solving process that is now being advocated.

Thank you for your attention to these very serious matters,

I remain,

C & B Livestock, Inc.

Ronald R Baker

Ronald R. Baker
President

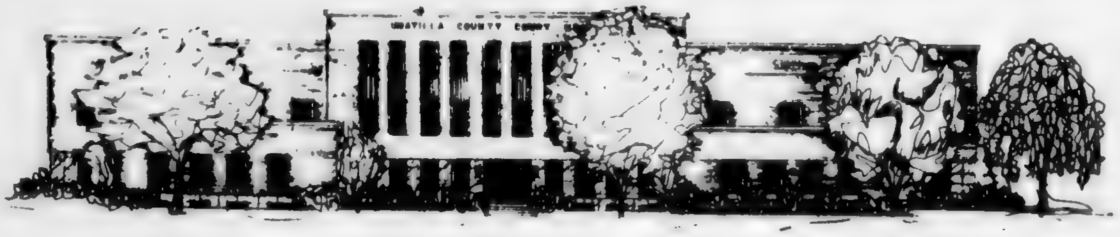
RRB/gka

UMATILLA COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS
F. K. "Woody" Starrett
A. L. "Bud" Draper
Ford Robertson

STAFF
Michele Hallman
Legal Counsel
Joe Campbell
Administrative Assistant
Marcia Wells
Office Manager

216 S.E. 4th P.O. Box 1427 Pendleton, Oregon 97801
Phone 503/276-7111



August 28, 1979

Department of Transportation
Hearing Officer for I-82
Salem, Oregon 97310

Dear Sirs:

It was brought to our attention after the hearing at Umatilla that the Department of Transportation had not addressed the Comp. Plan of the Cities of Umatilla and Hermiston on their transportation needs.

This was addressed at a meeting in Hermiston with Mr. Swartz and staff. The area that has been overlooked is the Umatilla River Crossing south to the Three Mile Dam. If built as designed, this would leave a No-Man's Land, and an area without any access.

It was brought up at this time to comply with Hermiston and Umatilla's Comp. Plans. This would be a feeder grid to the Old River Highway and South Hill of Umatilla. This has been overlooked in this plan presented at McNary. To keep this area from becoming a No-Man's Land without access, a ramp off and on at the Umatilla River Crossing and overpass could solve this problem. We endorse Umatilla's proposal to solve this problem.

We would like for you to meet with the Mayor of Umatilla to solve this problem. We would be happy to attend.

Sincerely,

UMATILLA COUNTY
BOARD OF COMMISSIONERS

FORD ROBERTSON, Commissioner

A. L. DRAPER, Commissioner

AD/dm

cc: Jack Palmer

RECEIVED
AUG 30 1979
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Hermiston, Or.
Aug 20, 1979

Transportation Commission
Room-121, State Highway Bldg.
Salem, Or. 97310

Dear Sirs:

Our property is located on Power-Line Rd. where the proposed inter-change is to be located for Power Line Rd. + that section of I 82 from the Columbia River to I 80 at the North Western Livestock Auction Commission

We have been told roughly 16.7 acre of our property is to be taken for the inter-change

We are against the use of any part of our land for the inter-change. We cherish the locust trees which takes years to grow + are wonderful wind break + the natural habitat that will be destroyed plus the isolation we enjoy from that piece of property.

-216

NOTED
G. W. HEAD

It can easily be moved off our property + the alignment of Power Line Rd also. You are severing the Chaves property directly North of our line so please take another look as we do not desire To sell our property under any circumstances.

When Mr Ron Baber Pres. + owner of C&B. Livestock Co presented his testimony at the Aug. 16, 1979 hearing we want to go on record of thoroughly agreeing with his testimony.

Another thing, when the news media published an article on that particular meeting, all that was published was the saving of the interchange which serves the Northwestern Livestock Co + other businesses which we are totally in agreement with those concerned. Not one word of Mr Baker's opposition to the J. Route was published.

We agree whole heartedly it is politics + miss use of the tax-payers money.

Please take another look at the C. Route

In closing we both Pray that your commission take another look + leave our property as we desire it to be, as is. Land is not irreplaceable + a Monstrosity of asphalt adds nothing. Take all the 40 acres or none

Thank you - Sincerely
Signed - Owners -
8/20/79 Clara A. Hall
Rte #1 Bx # 1170
Hermiston Or 97838
Maurice M. Hall

RECEIVED
AUG 28 1979
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

MIKE THORNE
UMATILLA, UNION AND WALLOWA COUNTIES

REPLY TO ADDRESS INDICATED
☐ SENATE CHAMBER
SALEM, OREGON 97310
☐ HOLDMAN ROUTE
PENDLETON, OREGON 97801

OREGON STATE SENATE
SALEM, OREGON
97310

August 16, 1979

Oregon Transportation Commission
Room 121, Transportation Bldg.
Salem, OR 97310

Dear Commissioners:

RE: I 80N - I 82N

In accordance with the hearing notice, I would like to submit the following comments regarding the proposed intersection.

The tentative proposal would eliminate the present "Westland" intersection. I'm concerned over the substantially additional mileage to access for the people in that area. Especially, I raise the concern because of the livestock market located at the present interchange on "Westland" Road. I believe the extra mileage to that market would have a ripple effect on a large segment of the livestock industry.

Please, consider alternatives which would address my concern before your final design. My hope would be that you would maintain the present "Westland" intersection for the reasons I've stated.

If I may be of assistance, please do not hesitate to contact me.

Sincerely,

Mike

Mike Thorne
State Senator

MT:neb

-44-

RECEIVED
AUG 17 1979
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED
C. W. H[illegible]

JONES-SCOTT COMPANY
Established 1877
502 North Thirteenth
Walla Walla, Wash. 99362
READY-MIXED CONCRETE ● SAND ● GRAVEL ● CEMENT ● ASPHALT PAVING ● SEAL COATING ● HEATING OILS ● COAL
Area Code 509 525-8850

August 24, 1979

State of Oregon
Department of Transportation
Commission Services
Room 121, Transportation Bldg.
Salem, Oregon 97310

RE: Corridor "J" I82 Columbia
River to I 80

Gentlemen:

Our Company was not represented at your formal hearing on the above project held August 17, 1979. Consequently we wish to enter the following information by letter into the record of the proceedings:

Our property which will be involved by Corridor "J" consists of a gravel pit and stockpile site. The gravel pit has been producing premium concrete aggregate and crushed rock for over fifty years and is the only good source in the immediate area.

We supply concrete aggregates and mason sand to concrete producers in Hermiston, Umatilla, Condon, Pendleton, Walla Walla, Boardman, Heppner and several other areas. Because of its high quality it is preferred by all these customers. As a matter of fact we are the only supplier of concrete aggregate in the immediate area.

Corridor "J" will result in a considerable hardship on our company for the following reasons:

1. It bisects our pit and will deprive us of many thousands of yards of premium rock. State of Oregon test holes and surveys will substantiate this.
2. It separates our supply source from our screening plant making it impossible to move material to be processed and stockpiled without a long haul.

3. Inasmuch as the route goes through the best part of our pit it will shorten the life of the source by several years. We are presently producing over 100,000 cubic yards of material a year at a very profitable margin.

4. It will deprive our customers of future gravel when gravel in the State of Oregon is becomming a scarce commodity.

We relize that the alignment of the Umatilla bridge makes it impossible to avoid our property but want to go on record as opposing the route. We hope the State of Oregon will take into consideration the value of the material involved and will come up with a plan to save as much as possible for our future use and will also find a way to facilitate our transporting it from one side of the corridor to the other.

Yours Very Truly,

JONES-SCOTT CO.

Jack Morrison

Jack M. Morrison,
President

JMM/ja

NOTED
C. W. HEAD

RECEIVED
AUG 27 1979
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CHAIRMAN
Mayor Foster Odom

VICE CHAIRMAN
Judge D. O. Nelson

SECRETARY-TREASURER
Mayor Gordon Chapman

EXECUTIVE DIRECTOR
Wayne L. Schwandt

East Central Oregon Association of Counties
920 S. W. Frazer, P. O. Box 1207
Pendleton, Oregon 97801

Phone (503) 276-6732

August 24, 1979

Oregon Transportation Commission
Room 121 State Highway Building
Salem, OR 97310

Dear Commission Members:

I would like to take this opportunity to make you aware of the thoughts of the District 12 Transportation Advisory Committee concerning the Interstate 82 Freeway design.

The Transportation Advisory Committee is composed of both transportation providers and users representing a five county, rural area within which the proposed freeway is located. At their August 22, 1979, meeting the committee approved the enclosed resolution endorsing the overall design of the freeway and supporting a proposal to retain the Westland Road Interchange on Interstate 80-N (84).

The Committee appreciates having the opportunity to comment on the design of Interstate 82 and would request that the attached resolution is made a part of the hearing record.

Sincerely,

Charles W. Davis Jr

Charles W. Davis, Jr.
Transportation Planner

CWD/jap

Enclosure

NOTED
W HEAD

RECEIVED
[illegible] 1979
COMM[illegible]CES
DEPARTMENT OF TRANSPORTATION

A voluntary association of the following COUNTIES and Cities: **GILLIAM**: Arlington, Condon, Lonerock; **GRANT**: Canyon City, Dayville, Granite, John Day, Long Creek, Monument, Mt. Vernon, Prairie City, Seneca; **MORROW**: Boardman, Heppner, Ione, Irrigon, Lexington; **UMATILLA**: Adams, Athena, Echo, Helix, Hermiston, Milton-Freewater, Pendleton, Pilot Rock, Stanfield, Ukiah, Umatilla,

Resolution # T004-79

RESOLUTION

Stating the District 12 Transportation Advisory Committee's support for the proposed Interstate 82 Freeway design and supporting the efforts of local citizens to retain the Westland Road Interchange on Interstate 80N.

WHEREAS, the Transportation Advisory Committee, with a broad cross-section membership representing transportation providers and users has organized to advise the East Central Oregon Association of Counties on transportation matters within Oregon Administrative District 12; and

WHEREAS, the Committee recognizes the necessity of coordinated local, state, and federal transportation actions in an effort to improve the quality of transportation services and properly address the transportation requirements of jurisdictions within District 12; and

WHEREAS, the Committee recognizes that the proposed design for Interstate 82 is the product of several years of effort on the part of the Oregon Department of Transportation, jurisdictions within District 12, and interested citizens; and

WHEREAS, the Committee recognizes that a need exists to construct Interstate 82 as soon as possible and, as such, every effort should be made to complete the planning and design phases of the project; and

WHEREAS, the Committee has determined that the present location of the freeway corridor and interchanges is satisfactory with the exception of the proposed removal of the Westland Road Interchange with I-80N; and

WHEREAS, the Committee has determined that the Westland Road Interchange should be retained, if at all possible, to serve businesses and residences adjacent to Interstate 80N.

NOW, THEREFORE, BE IT RESOLVED that the District 12 Transportation Advisory Committee supports the present location and design of the Interstate 82 Freeway and urges retention of the Westland Road Interchange on I-80N, if at all possible.

SIGNED this 22 day of August, 1979.

Rodney A. Aho /cao

Rodney A. Aho
Chairman

RECEIVED
[illegible] 27 1979
COMM[illegible] [illegible]ICES
DEPARTMENT OF TRANSPORTATION

City of Umatilla

Hub City For The Columbia River Basin And Pacific Coast

Telephone 922-3226
P. O. Box 130
UMATILLA, OREGON
97882

August 24, 1979

Transportation Services
Oregon State Transportation Commission
State Highway Building
Salem, OR 97310

In re: Interstate 82

Dear Sirs:

Following is the statement regarding Interstate 82 (I-82) for the City of Umatilla. The City of Umatilla participated in the local government advisory committee meeting conducted during the Spring of 1979. At this time, the need for a freeway overpass at the point where I-82 passes Bensel Road (extended).

During the development and review process leading toward the City's comprehensive plan, the need for the overpass was defined. The South City limits currently extends past this point (West of I-82), and Bensel Road is the Southern extension of Umatilla's Urban Growth Boundary.

Linking the transportation capability of River Road, the point at which the requested overpass will be needed, and the North-South routes of Powerline Road and Highway 395 will facilitate the routing of the commercial, industrial, residential and public service/safety traffic. Further, it will mitigate the impacts of such traffic, that would occur were the overpass not provided.

The elevation of the terrain and the proximity of I-82's route to the adjacent riverbed lean strongly toward having the eastern end of the overpass culminating at River Road, which will answer the stated requirements of Umatilla County for access onto that route; a route identified by the County as ever-increasing in use and potential. In discussions with the County Commission, the Commissioners indicated that their requested River Road off-ramps could be well served if placed in conjunction with our requested overpass. By copy of this letter we shall ask for their formal comment regarding this combination and its need.

Enclosed is a copy of the appropriate portions of the acknowledged Comprehensive Plan, and the land use plan showing the previously discussed overpass routing.

Sincerely,

Regis R. Kaiser

Regis R. Kaiser
Mayor

cc: Umatilla County Commission

RECEIVED
[illegible] 9 19[illegible]
DEPT OF TRANSPORTATION

TRANSPORTATION

The City of Umatilla is so situated as to take advantage of several transportation modes. By virtue of its position on the Columbia River, the City is afforded access to barge traffic operating between the Tri-Cities area and the lower Columbia River. The City is also served by the Union Pacific Railroad which offers additional opportunities for the movement of goods and industrial products. Umatilla is also a point of linkage between Oregon and Washington vehicular travel. The advent of I-82/182 passing through the City will place Umatilla on the interstate link between I-80N and I-90. As a result, the City is situated at the crossroads of routes between Seattle - Salt Lake City and Portland - Spokane. The combination of these factors afforded the City of Umatilla a rather unique location relative to the local and regional transportation network.

PROJECTED TRANSPORTATION PRESSURES

Based on current patterns of building and development coupled with the existing and projected transportation network, some basic observations identifying potential traffic problem areas can be made.

The intersection of Power Line Road and Columbia River Highway (US 730) is an area with increasing congestion problems. All development that takes place on the hillside southwest of the City must travel Power Line Road to reach the central business area and points east. In 1975, there was 760 ADT[1] on Power Line Road at the Columbia River Highway. At that time, there was approximately 100 dwellings within the city limits in this west hillside area contributing to this volume of traffic. If one assumed that the remaining 330 currently platted lots were developed and an average of seven person trips per household per day, this would produce an approximate total of 3070 ADT on Power Line Road. While the pavement width may be able

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[1] Oregon State Highway Division, Op. Cit.

to accommodate this volume of traffic at fairly slow speeds, some problems with left-turning traffic are apt to occur. This would most likely occur during the PM peak with westbound traffic turning onto Power Line Road. The problem is somewhat compounded by the two-lane bridge over the Umatilla River and the close proximity of the west end of the bridge to Power Line Road. This combination of factors limits the length of a left-hand turning lane that does not back up traffic onto the bridge.

Problems for turning traffic also arise at Sharps Corner primarily with traffic turning left that is eastbound and southbound. The problem is somewhat alleviated at this intersection by the four-lane pavement width which aids the flow of turning traffic. The proposed development of I-82 should correct these problems at Sharps Corner with new on-off ramps and an overpass at Highway 730.

With the increased residential and commercial development at the McNary area there will be increased traffic turning into and leaving this area from Highway 730. The two critical points in this regard are First Avenue and Willamette Avenue at Highway 730. The movement of turning traffic is facilitated at First Avenue by the four-lane pavement width, and the three-lane pavement width at Willamette Avenue. As a result, some delays for eastbound left-turning traffic can be anticipated during the PM peak traffic movements. Similar types of problems can be anticipated at Hermiston Junction and the proposed entrance to the Alumax plant where left-turning traffic must cross an oncoming traffic lane.

PEDESTRIAN CIRCULATION

The existing configuration of streets and the location of residential and commercial areas tends to restrict the movement of pedestrians in some sectors of the City. This is particularly true of the central business area where four traffic lanes and two parking lanes bisect this area. The volume of traffic and the eighty-foot right-of-way tends to discourage pedestrians walking across Sixth Avenue. Pedestrian movements from the south hills area to the central business area are impaired by the circuitous route over the Umatilla River Bridge. Pedestrian movement between the central business area and McNary is restricted not only by the two-mile separation, but also by the lack of a suitable pedestrian link. However, pedestrian circulation within the McNary area is facilitated by the central location of businesses and the school and the absence of physical restrictions.

FUTURE DEVELOPMENTS AND NEEDS

The largest new transportation feature on the horizon for the Umatilla area is the development of I-82. This piece of interstate highway will serve as a connecting link between I-90 in Washington and I-80N in Oregon. When completed, I-82 is proposed to cross the Columbia River just east of the existing bridge. Preliminary indications are that there will be an interchange with Highway 730 and I-82 near Sharps Corner and on-off ramps at I-82 and Power Line Road approximately three miles south of the existing city limits.

If the interchange at Highway 730 is realized, the east-west movement of traffic on Sixth Avenue through the center of town will be reinforced. There are three possibilities for improving pedestrian circulation in the central business area. The simplest would be to install traffic signals to control traffic flow and facilitate pedestrian crossing of Sixth Avenue. Another possibility would be to develop a Fifth and Sixth Avenue couplet which would reduce traffic on Sixth Avenue by fifty percent. The third option would be the development of a median strip along Sixth Ave Avenue in the central business area. The median strip in the central business area would create a similar street-scape to that in the McNary area which would unify the visual identity of the two places. The selection of an option should be given further consideration along with the exploration of sources of funding, and the design implications on the central business area.

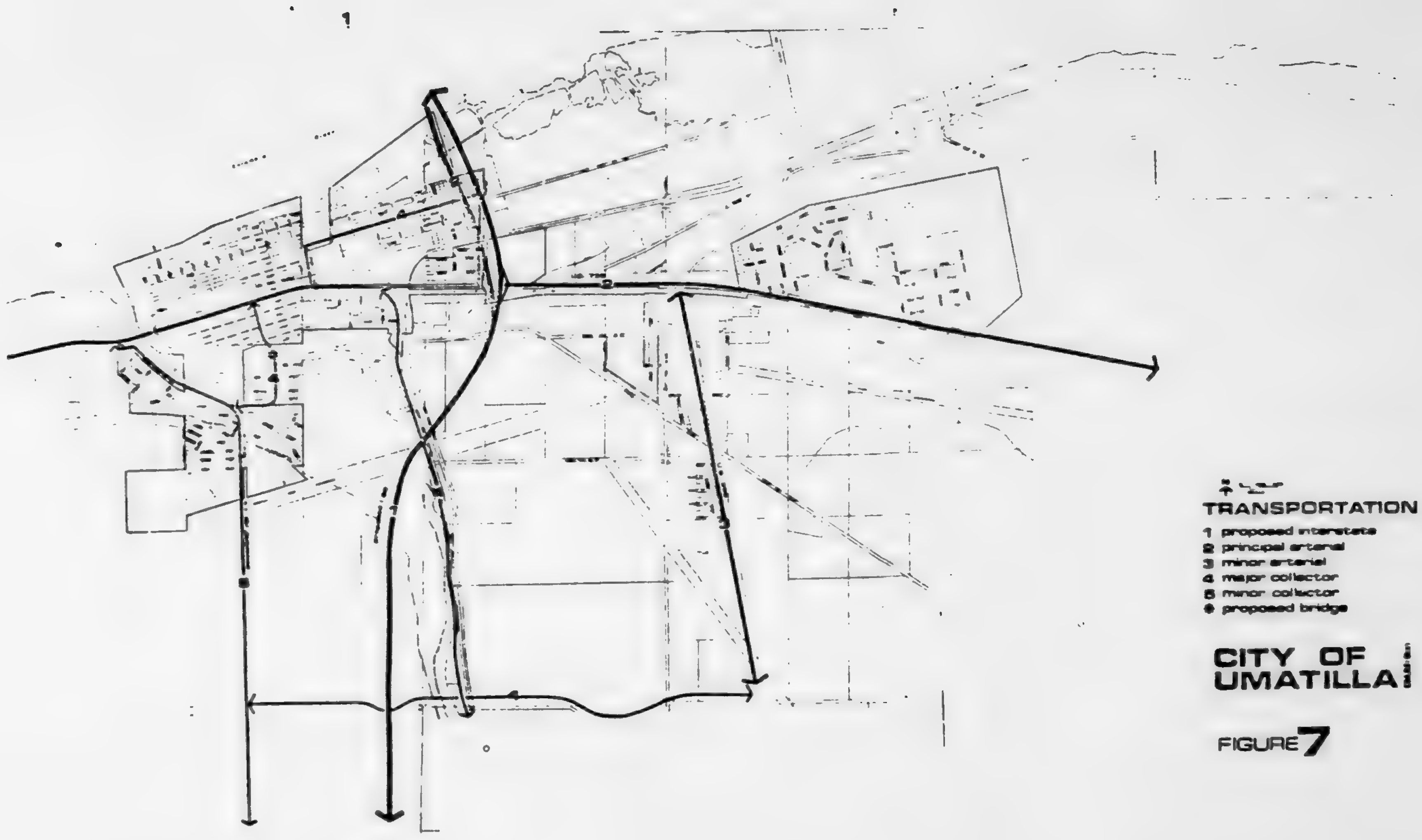
The circulation between the south hills residential area and the central area needs improvement. One option would be to utilize the on-off ramps at I-82 and Power Line Road. This would allow traffic from the hillside area to reach points east without having to travel through the central business area, but would require travelling several miles southward in a circuitous routing. A better approach would be to build a new bridge across the Umatilla River somewhere between "B" Street and River Road which would connect with the central area, and would facilitate access to the central business area. When fully developed, the hillside area could accommodate 6,000 to 7,000 people. With that level of development, the need for a new east-west transportation link is foreseen. To meet this need, the completion of Bensel Road between Power Line Road and US 395 has been proposed. This will improve circulation between the City's major residential and employment areas. The proposed system is depicted in Figure 7. Future developments which require ingress and egress from the arterials should be encouraged to minimize the number of points of entry and incorporate a common access road. This limited access concept is depicted in the following diagram (see Figure 6). This promotion of this idea will facilitate traffic flow and improve safety conditions for ingressing/egressing traffic. The utilization of Lewis Street in the McNary area in this manner should be encouraged.

OTHER TRANSPORTATION MODES

Air - Hermiston Airport: general aviation (6 miles)
- Pendleton Municipal Airport: general aviation (30 miles)

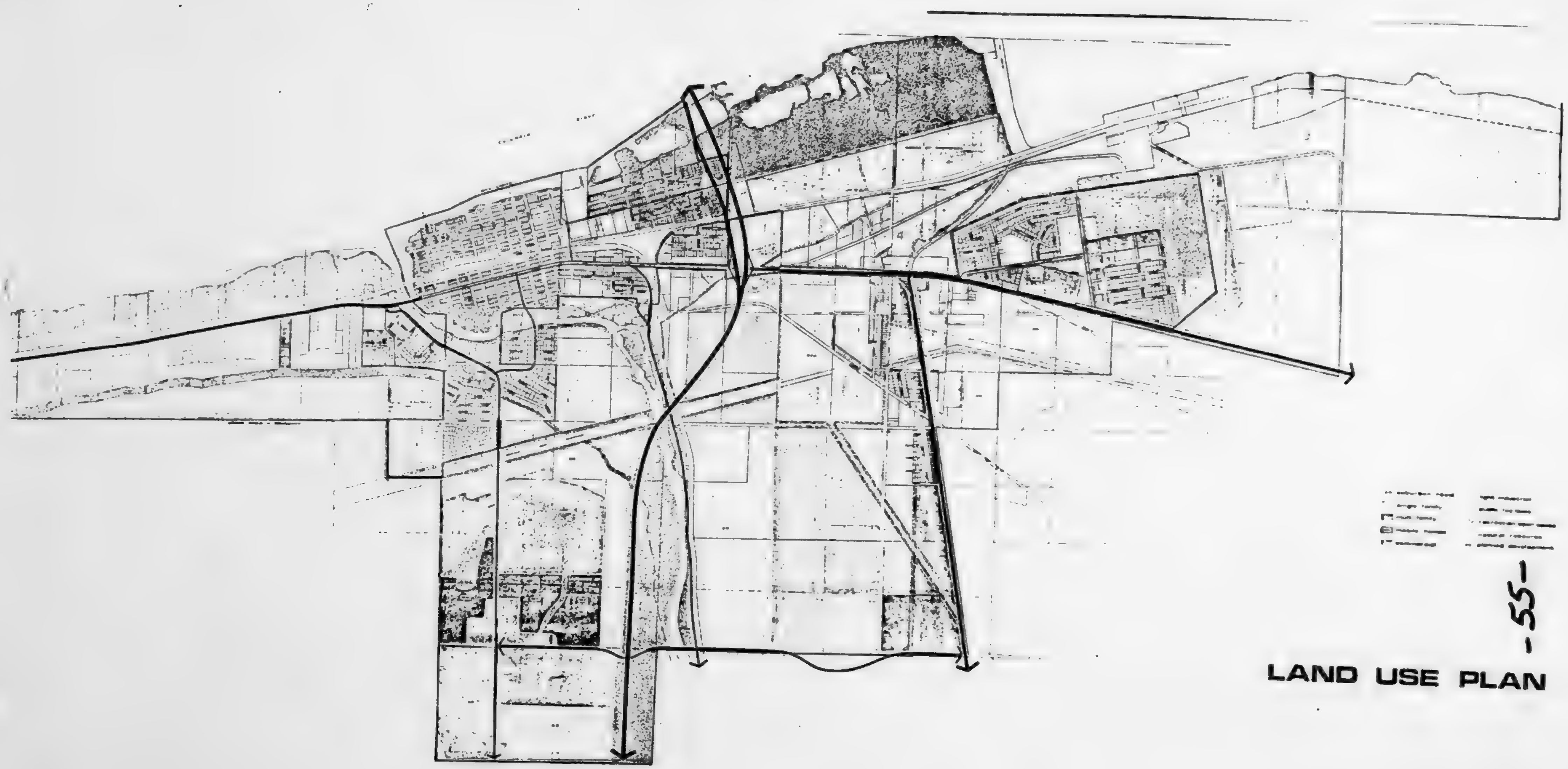
Bus - Greyhound Bus Lines has scheduled stops daily in Umatilla.

Train - AMTRAK has passenger service to Hinkle daily (5 miles from Hermiston)
- Union Pacific Railroad has freight service to the City of Umatilla.

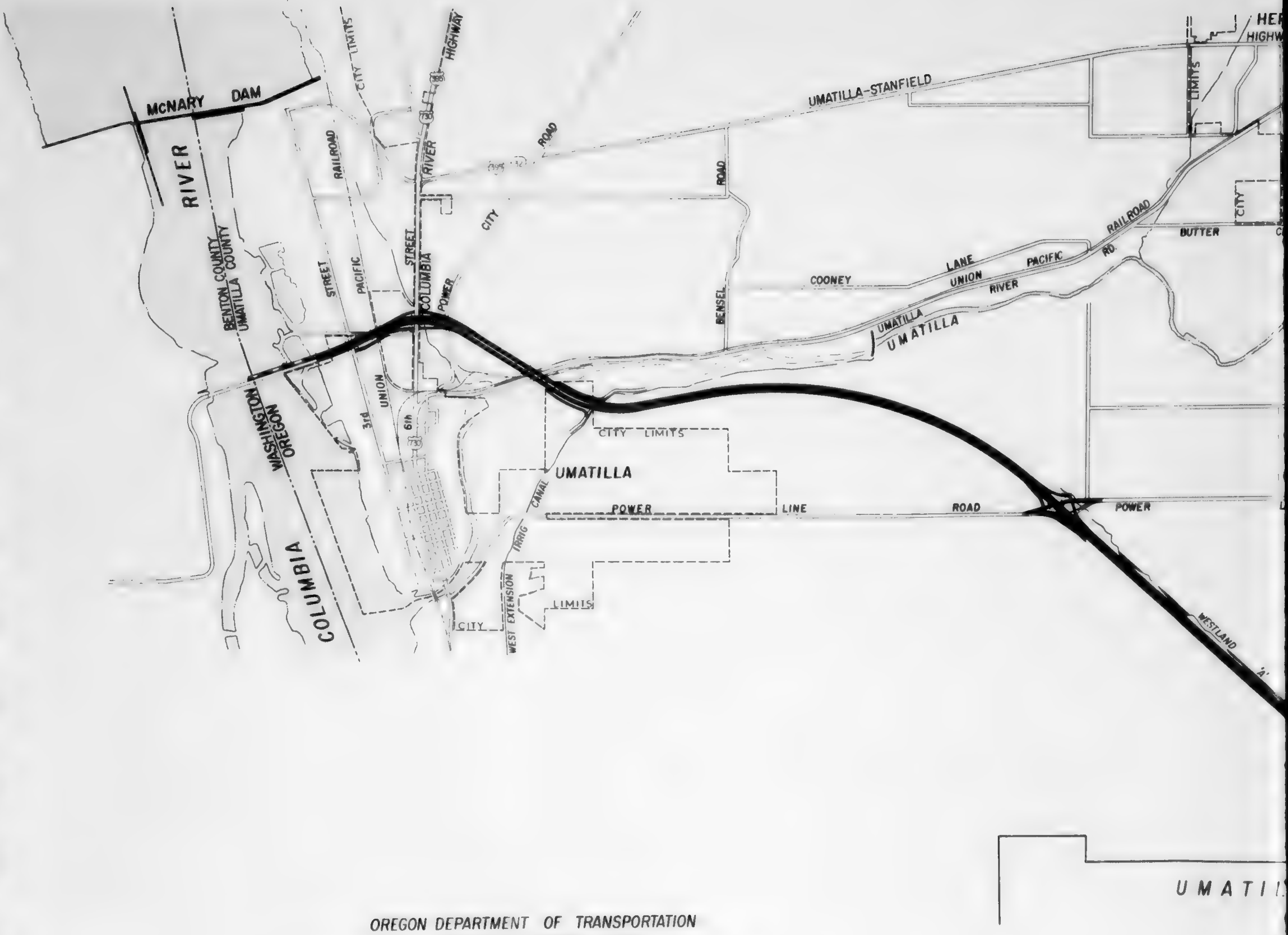

TRANSPORTATION
1 proposed interstate
2 principal arterial
3 minor arterial
4 major collector
5 minor collector
● proposed bridge

CITY OF UMATILLA

FIGURE 7



LAND USE PLAN


McNARY DAM
RIVER
COLUMBIA
BENTON COUNTY
UMATILLA COUNTY
WASHINGTON
OREGON
RAILROAD
PACIFIC
STREET
UNION
3rd
6th
CITY LIMITS
COLUMBIA
RIVER
STREET
HIGHWAY
ROAD
CITY
POWER
UMATILLA-STANFIELD
ROAD
BENSEL
COONEY
LANE
UNION
PACIFIC
RAILROAD
RD.
UMATILLA
RIVER
UMATILLA
CITY LIMITS
UMATILLA
POWER
LINE
ROAD
POWER
IRRIG CANAL
WEST EXTENSION
LIMITS
CITY
BUTTER
LIMITS
CITY
HER
HIGHW
WESTLAND
UMATI

OREGON DEPARTMENT OF TRANSPORTATION

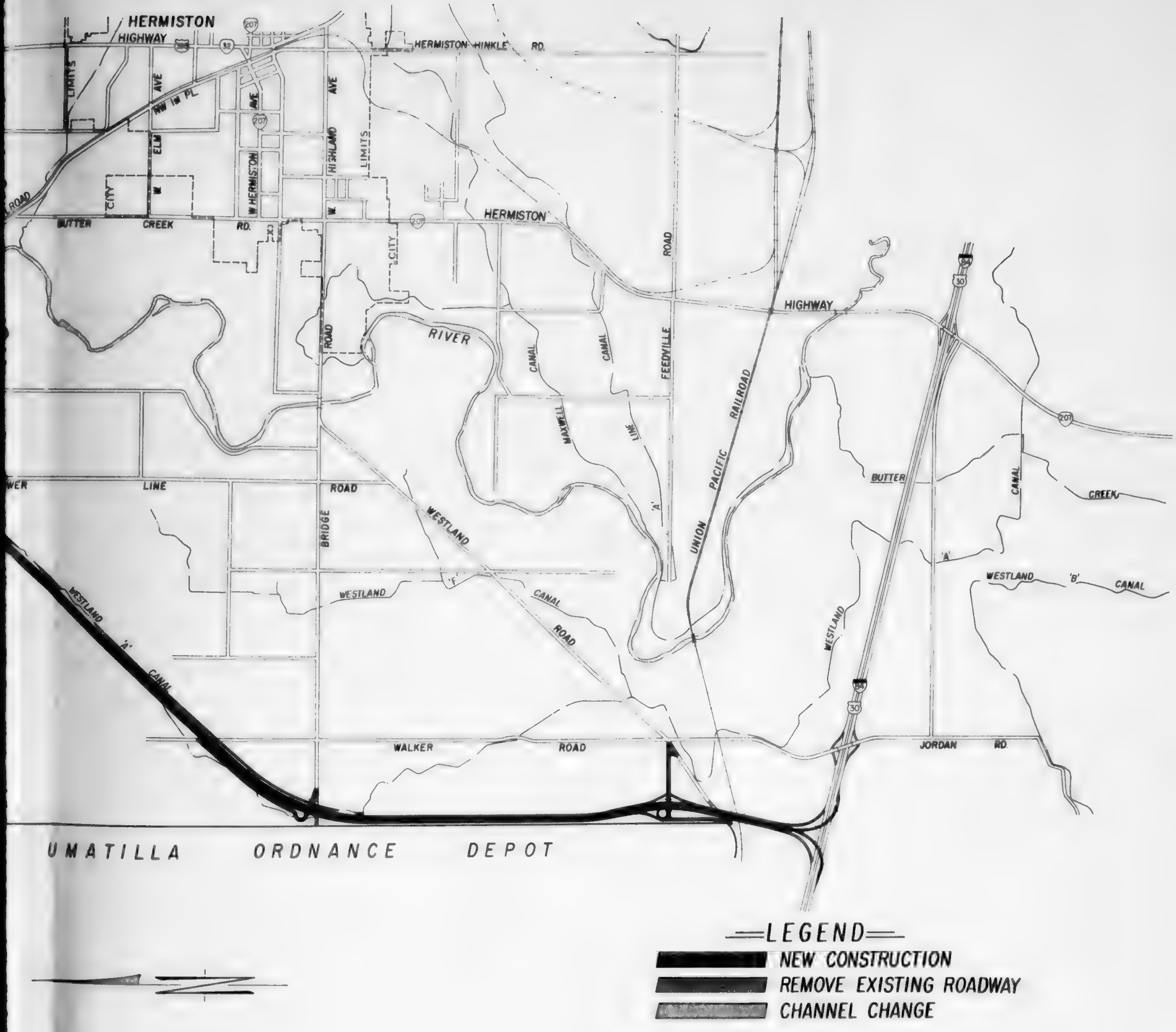
DESIGN HEARING MAP

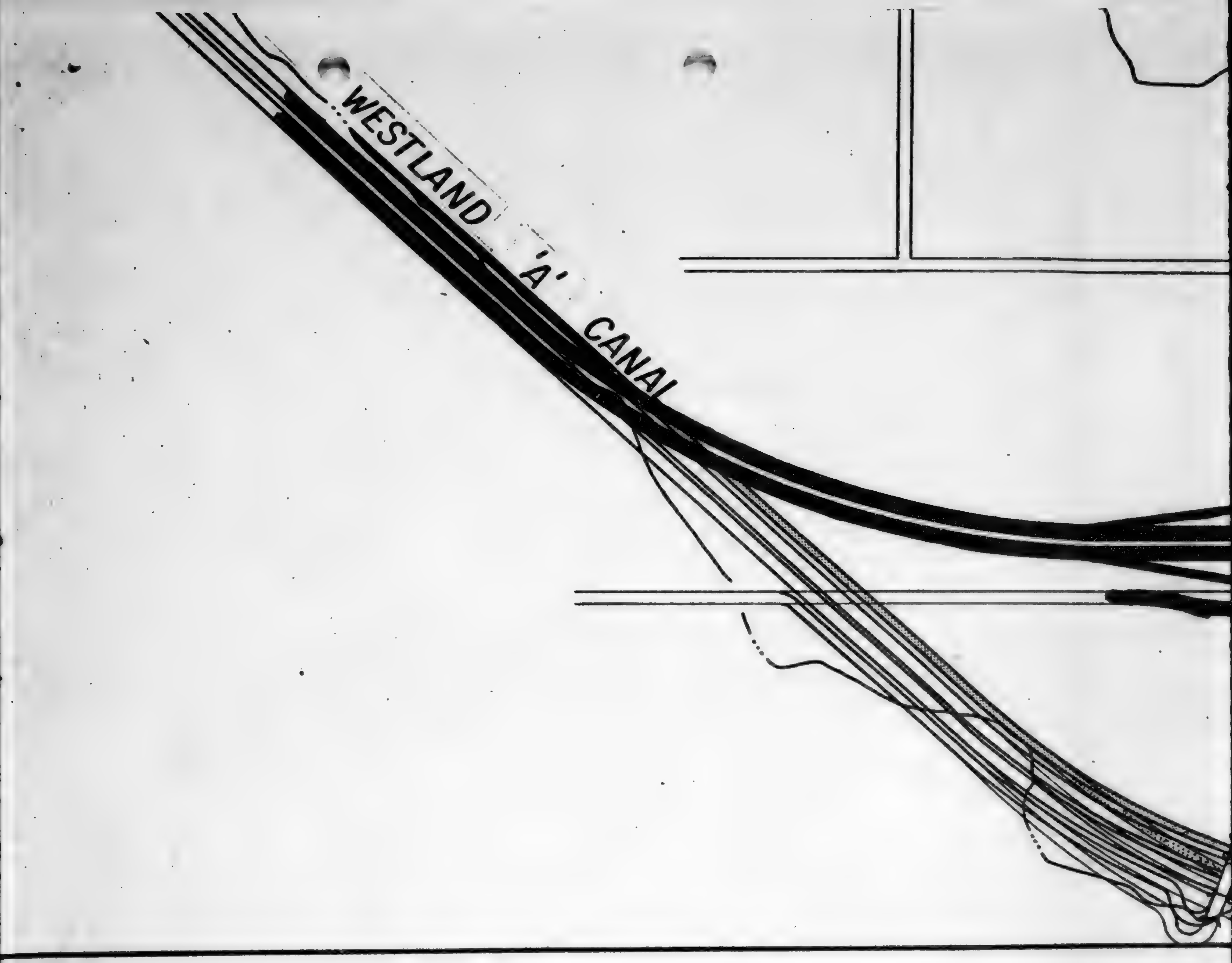
COLUMBIA RIVER – I-84 (I-80N)

INTERSTATE 82

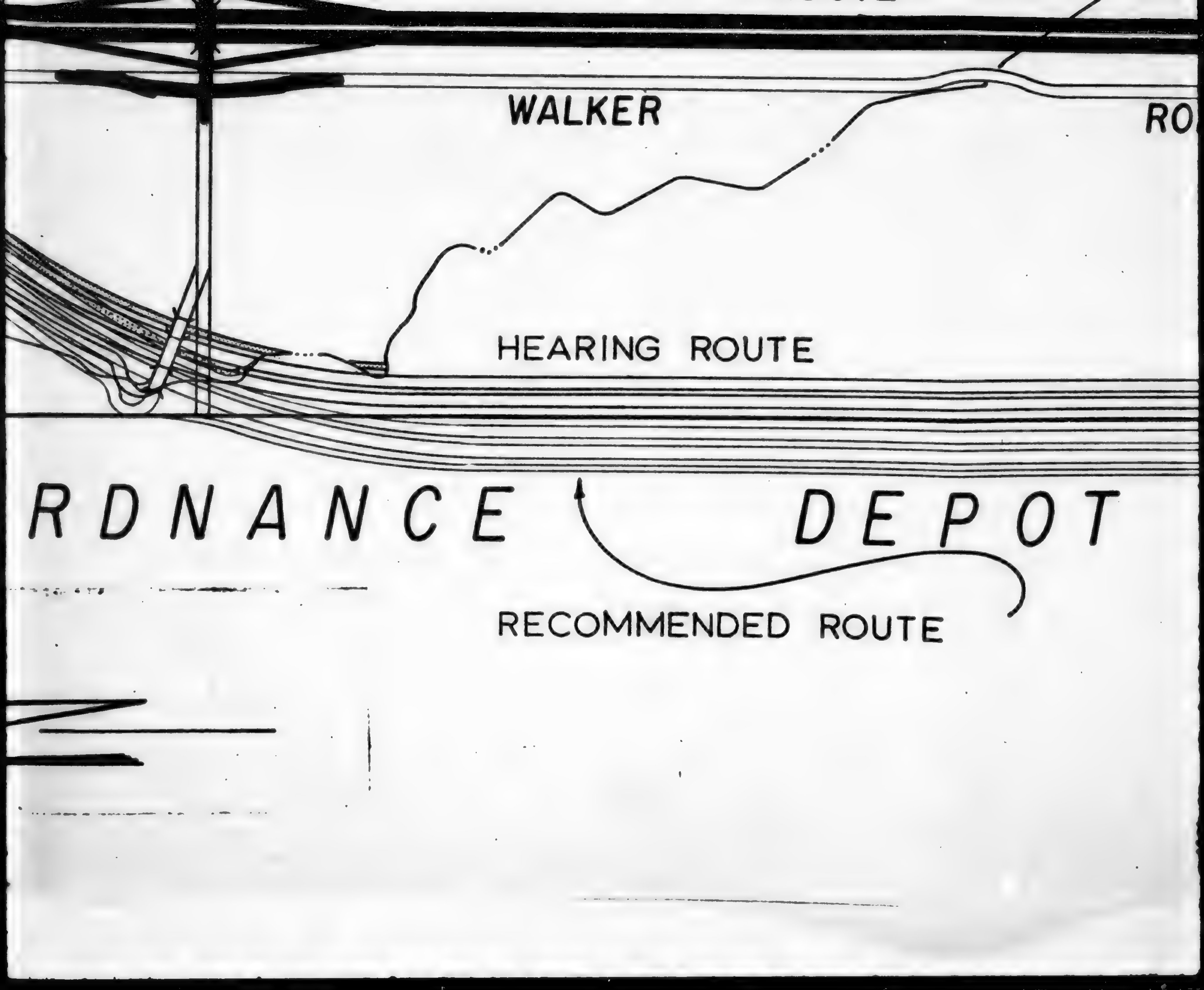
UMATILLA COUNTY

AUG 1979


HERMISTON
HIGHWAY
207
HERMISTON HINKLE RD.
LIMITS
ELM AVE
NW 1st PL
W HERMISTON AVE
W HIGHLAND AVE
LIMITS
CITY
CITY
ROAD
BUTTER CREEK RD.
HERMISTON HIGHWAY
FEEDVILLE ROAD
RIVER
CANAL
MAXWELL CANAL
LINE 'A'
UNION PACIFIC RAILROAD
BRIDGE ROAD
LOWER LINE ROAD
WESTLAND CANAL ROAD
WESTLAND
WESTLAND 'A' CANAL
BUTTER CREEK
CANAL 'A'
WESTLAND 'B' CANAL
WESTLAND
80N
30
WALKER ROAD
JORDAN RD.
UMATILLA ORDNANCE DEPOT
LEGEND
NEW CONSTRUCTION
REMOVE EXISTING ROADWAY
CHANNEL CHANGE
N


WESTLAND 'A' CANAL

UMATILLA ORD


WALKER
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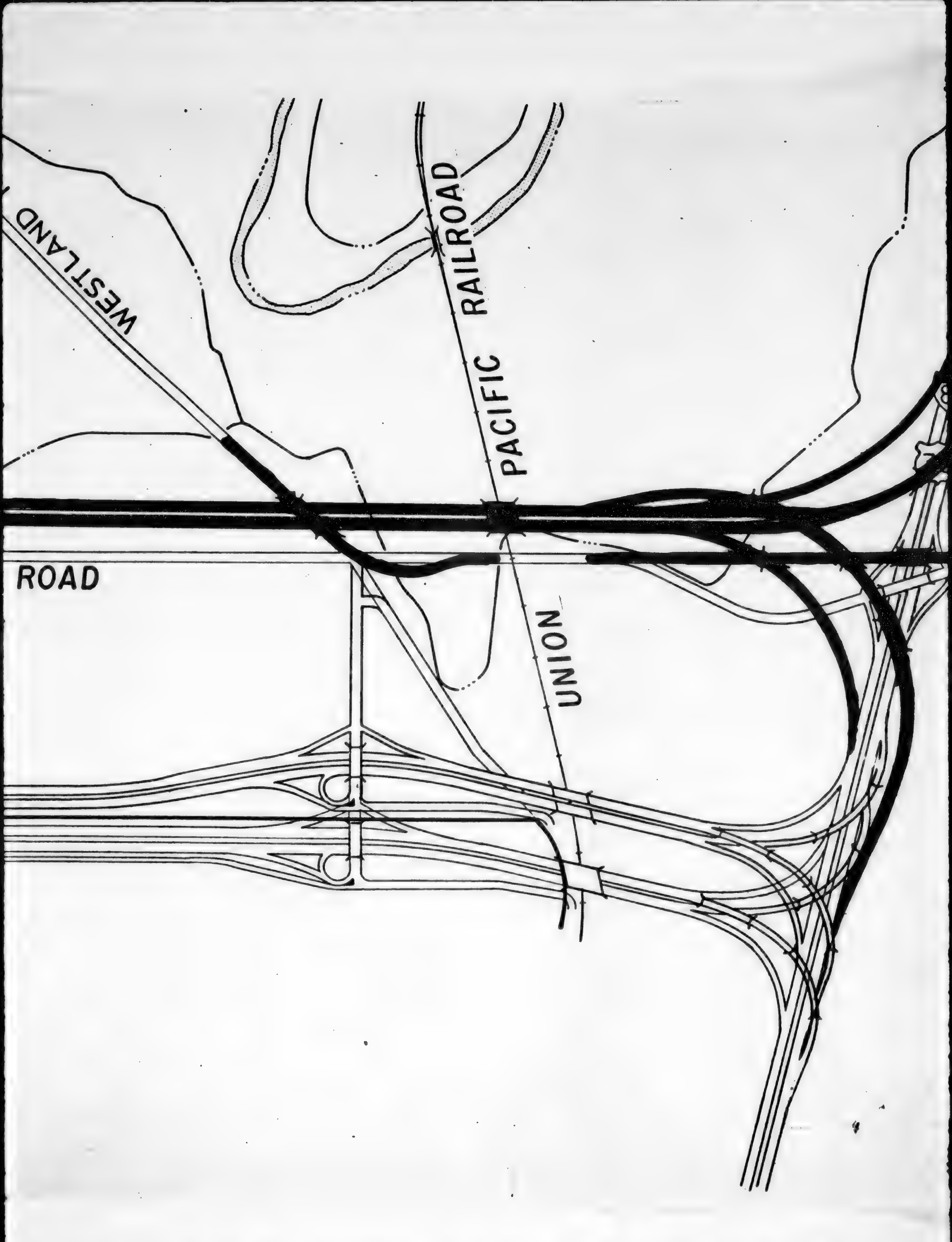
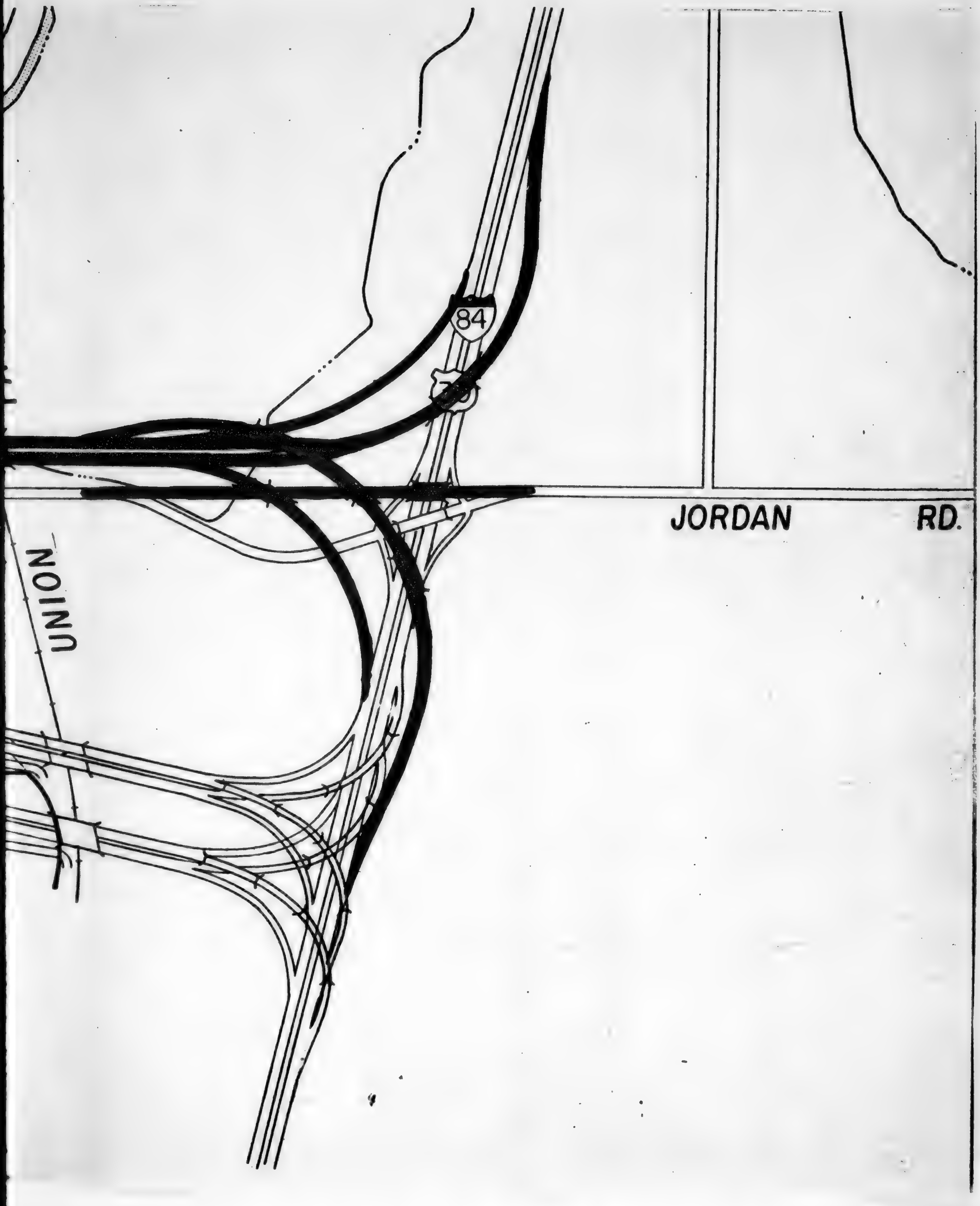
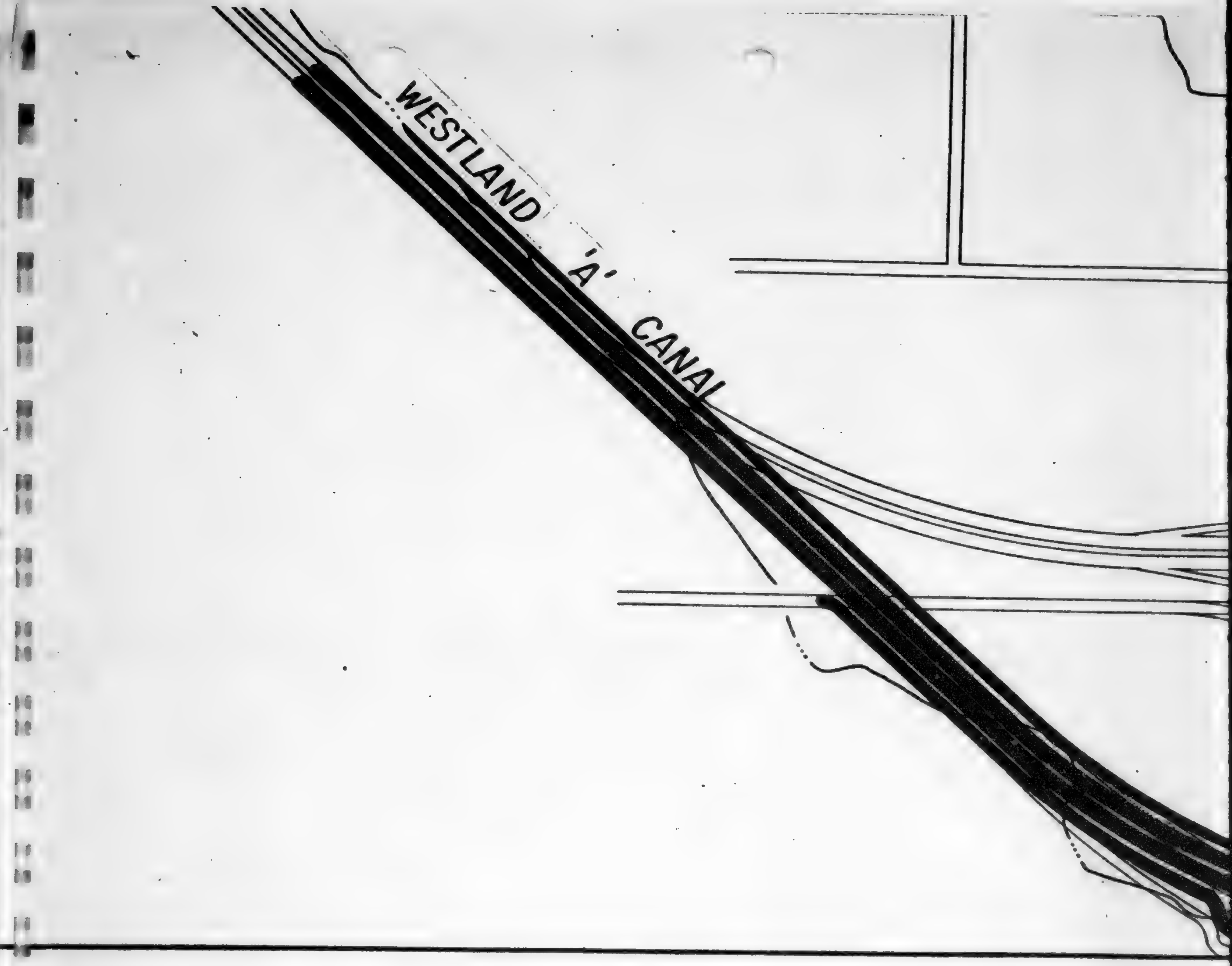
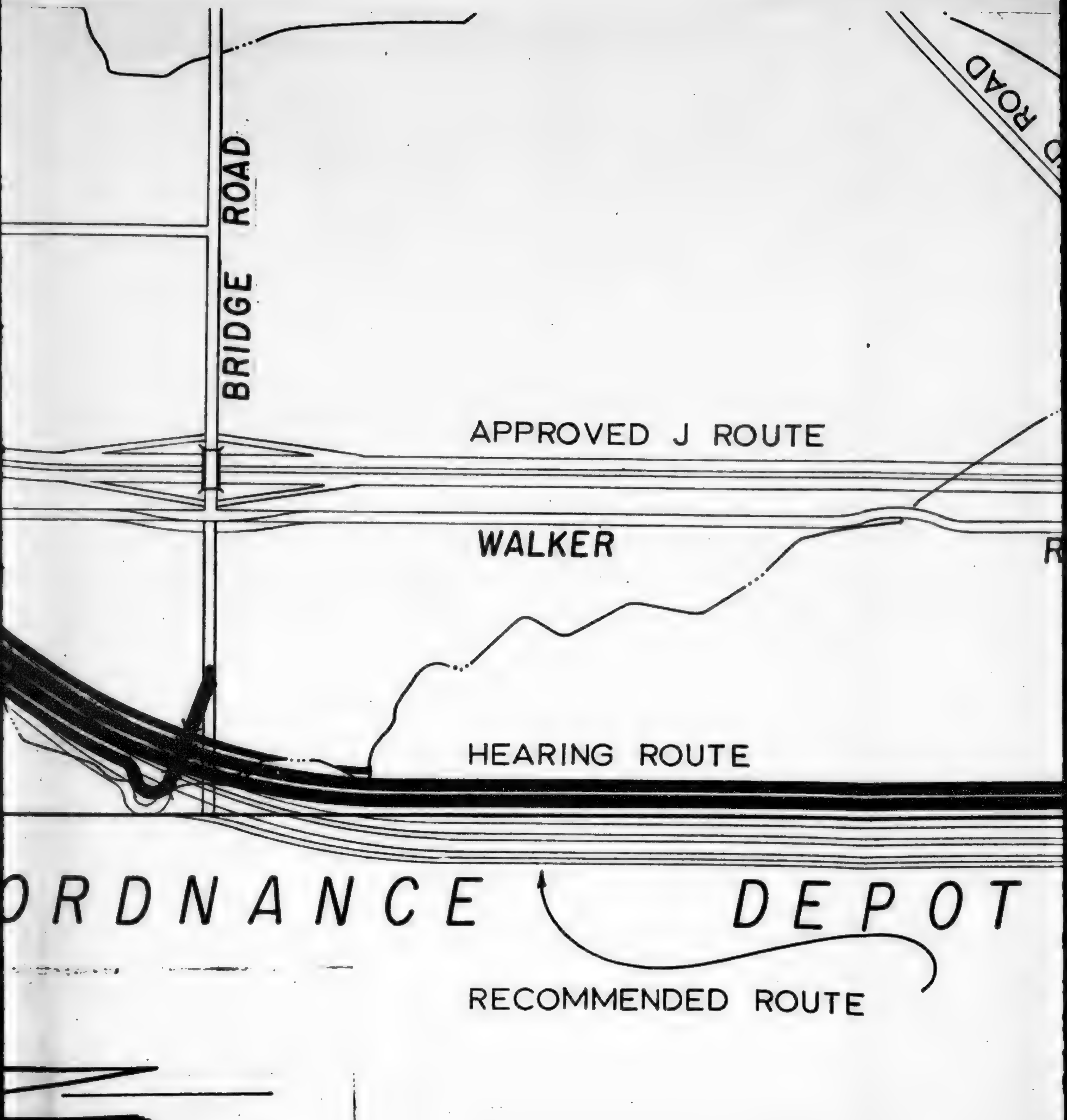
HEARING ROUTE
RDNANCE DEPOT
RECOMMENDED ROUTE


WESTLAND
ROAD
UNION PACIFIC RAILROAD


84
JORDAN RD.
UNION


WESTLAND 'A' CANAL

UMATILLA ORD


BRIDGE ROAD
ROAD
APPROVED J ROUTE
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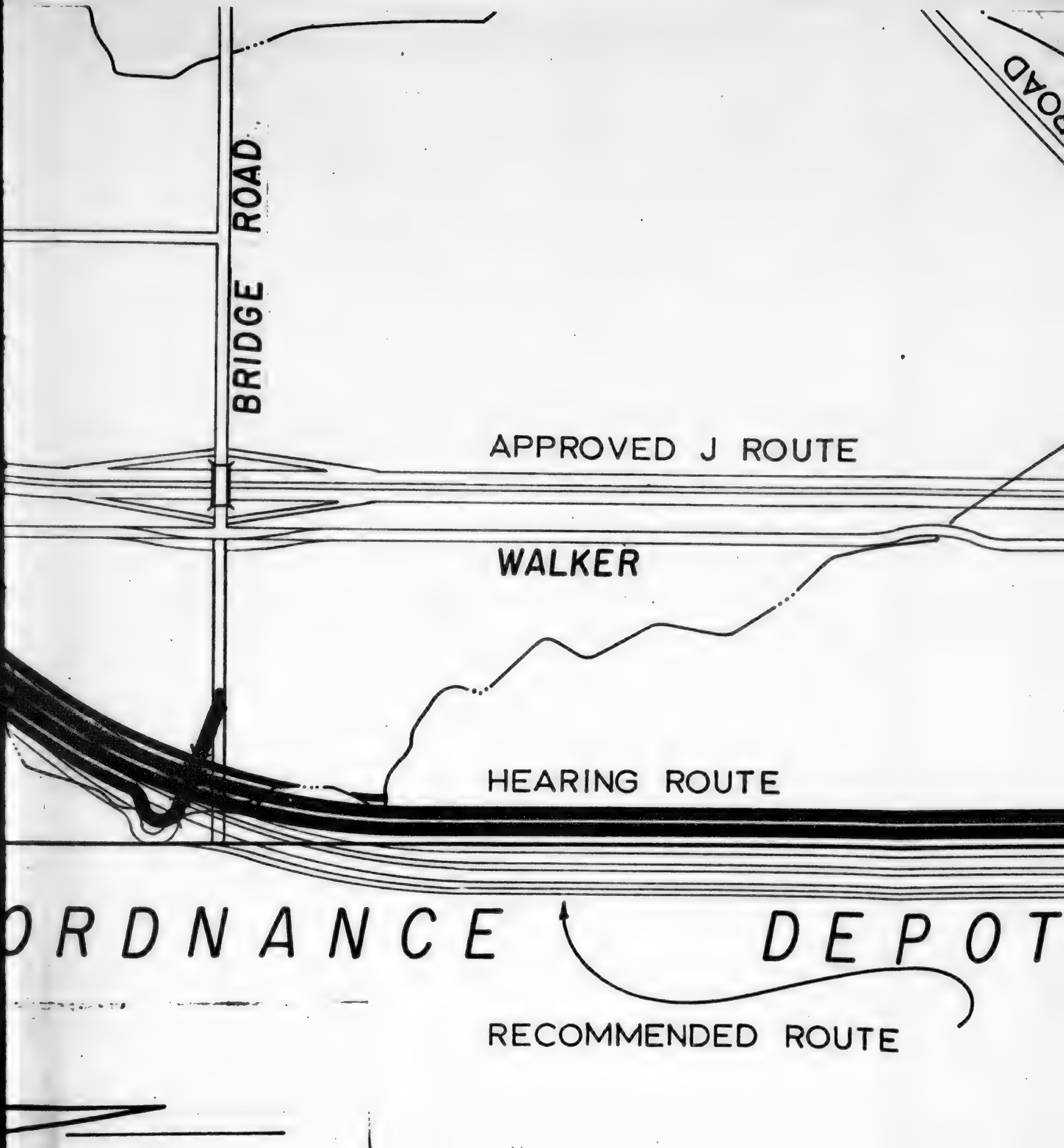
HEARING ROUTE
ORDNANCE DEPOT
RECOMMENDED ROUTE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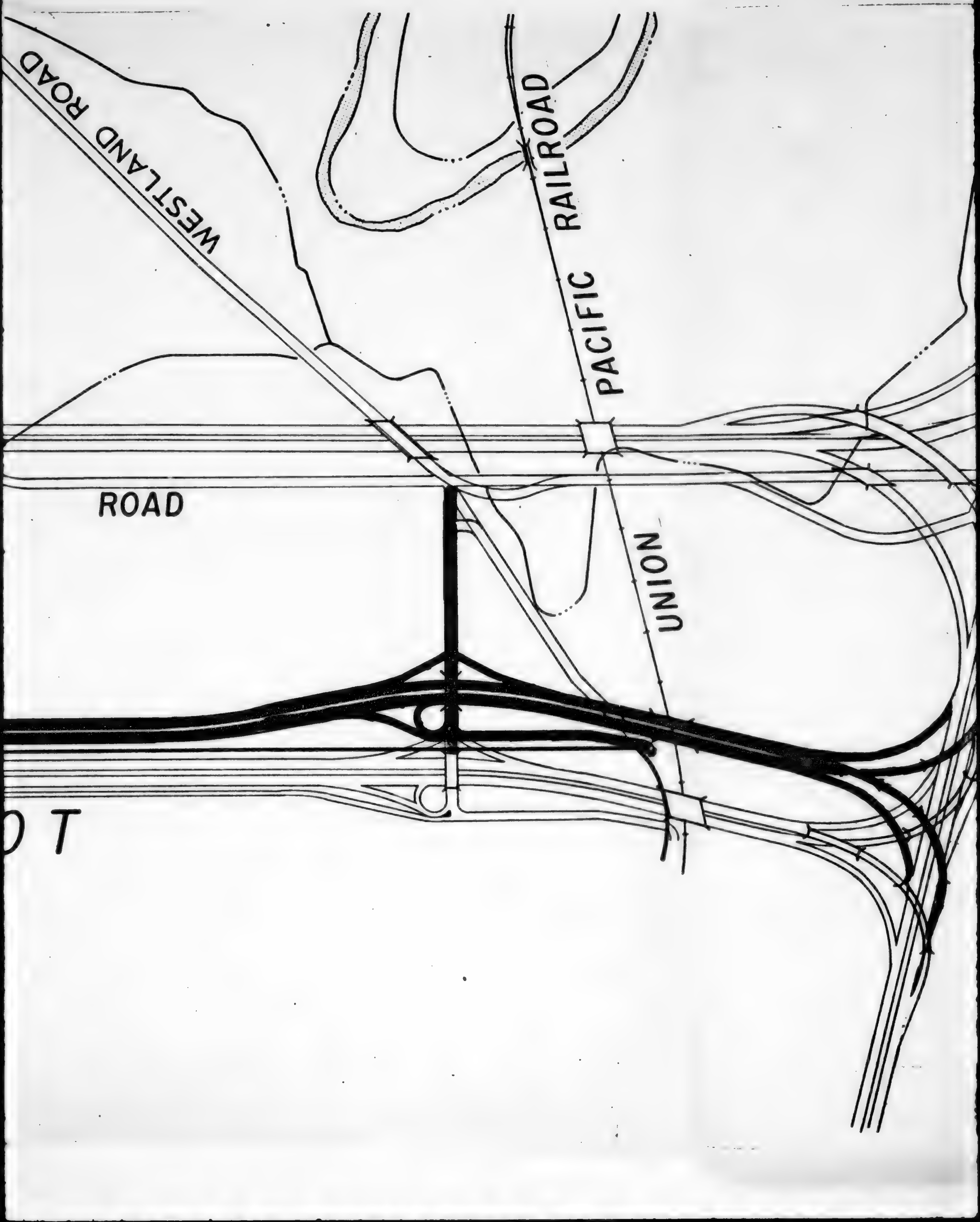
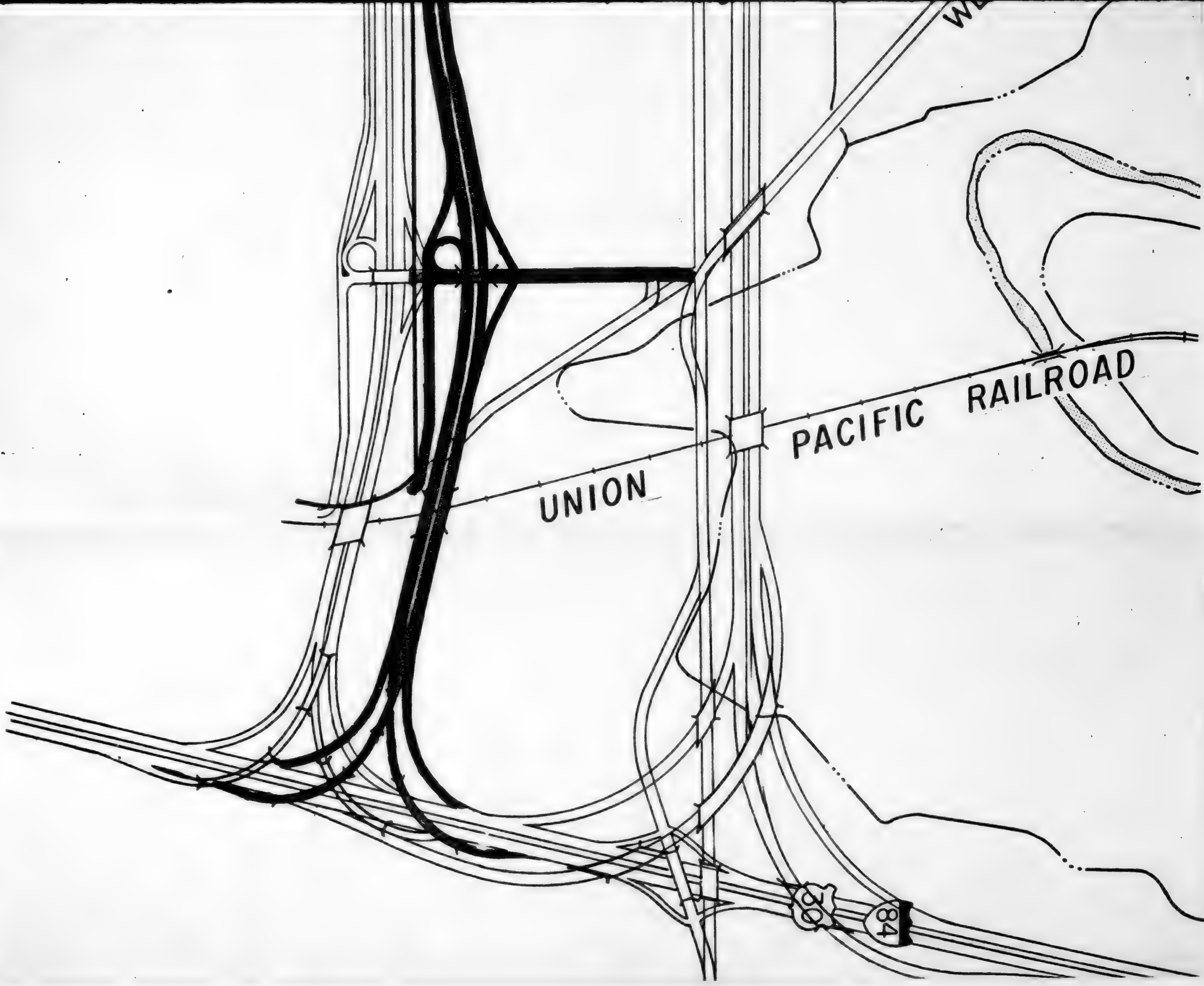
RECOMMENDED ROUTE


WESTLAND ROAD
UNION PACIFIC RAILROAD
ROAD
OT


UNION PACIFIC RAILROAD
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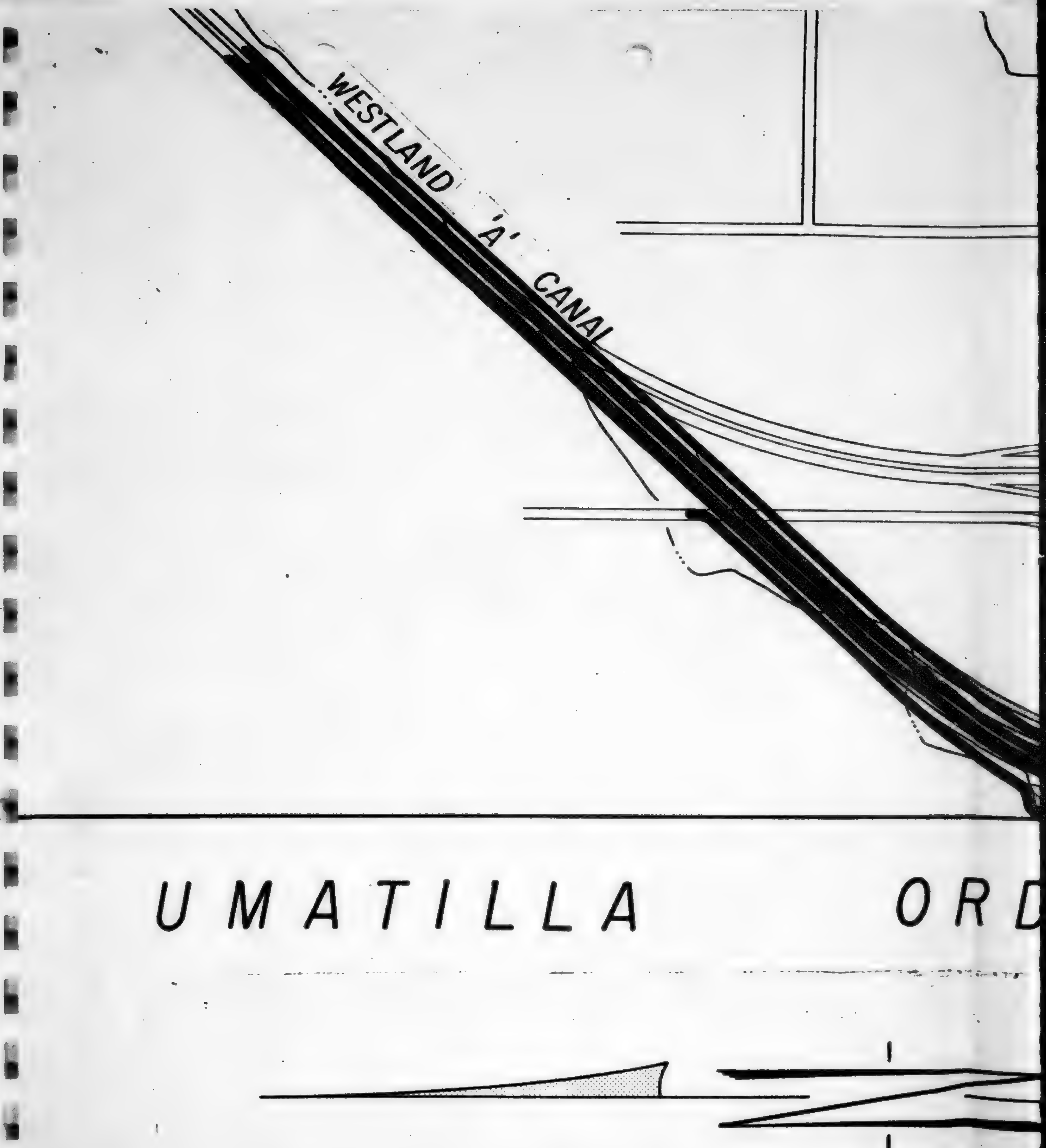
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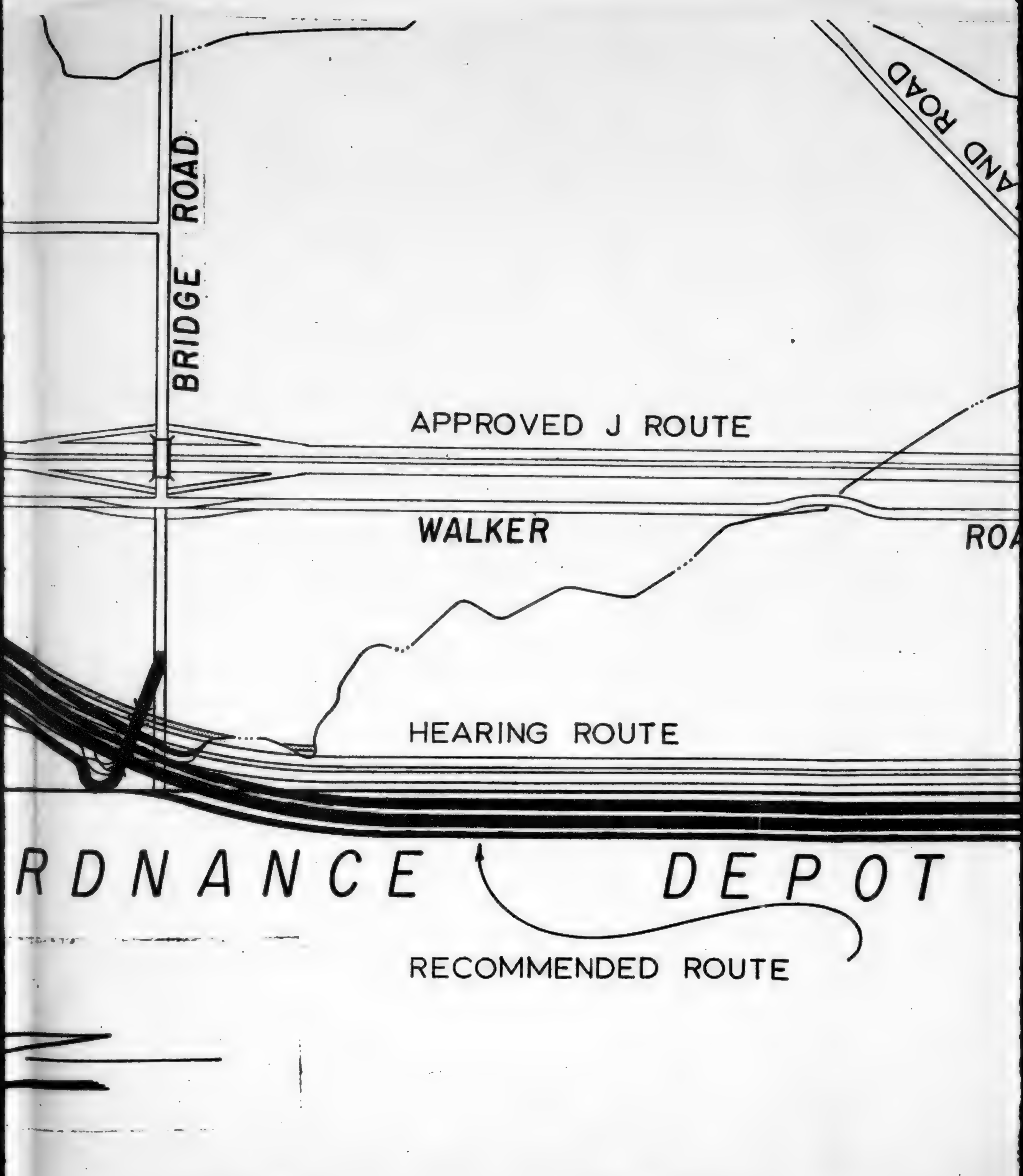
BRIDGE ROAD
AND ROAD
APPROVED J ROUTE
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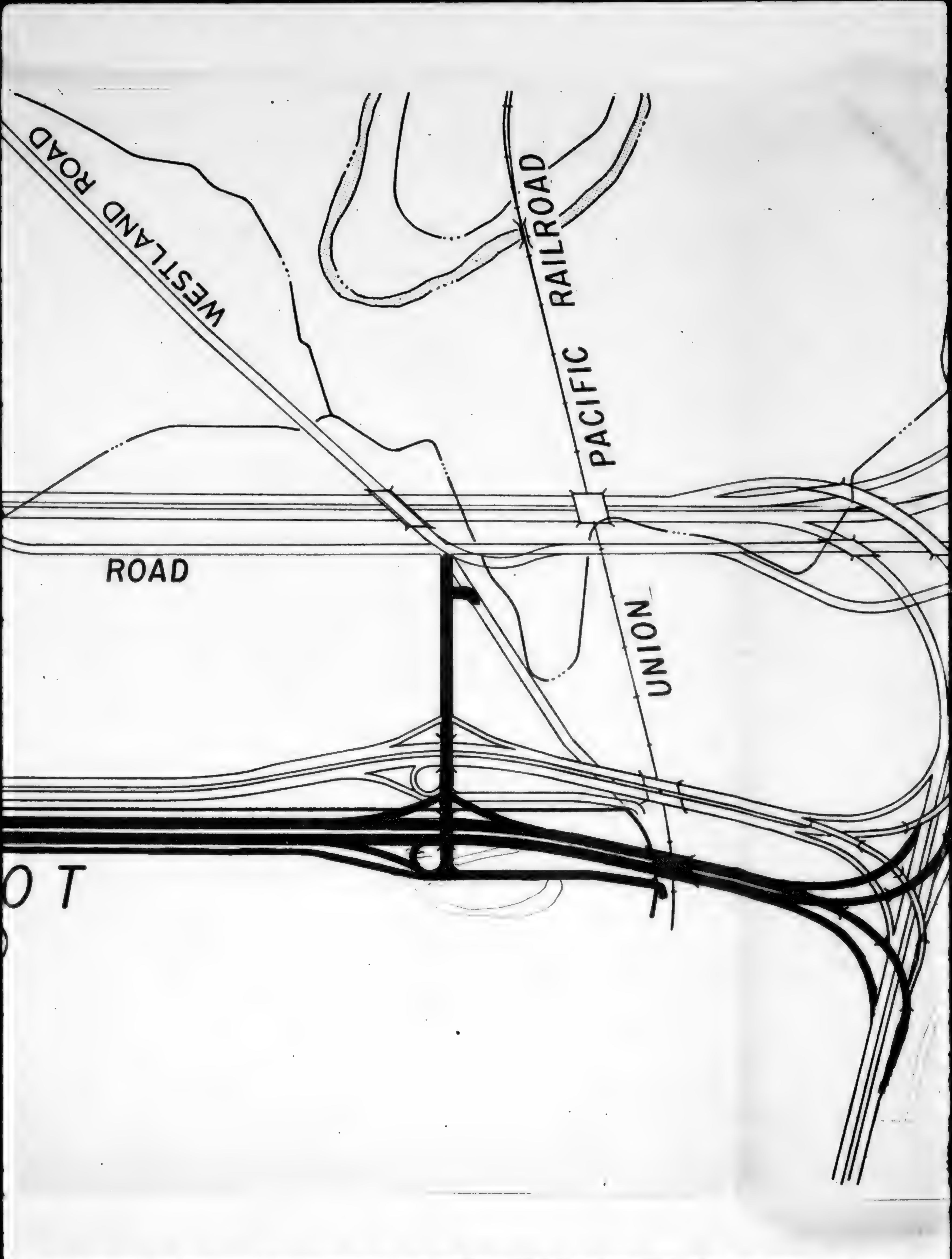
RECOMMENDED ROUTE



WESTLAND ROAD
UNION PACIFIC RAILROAD
ROAD
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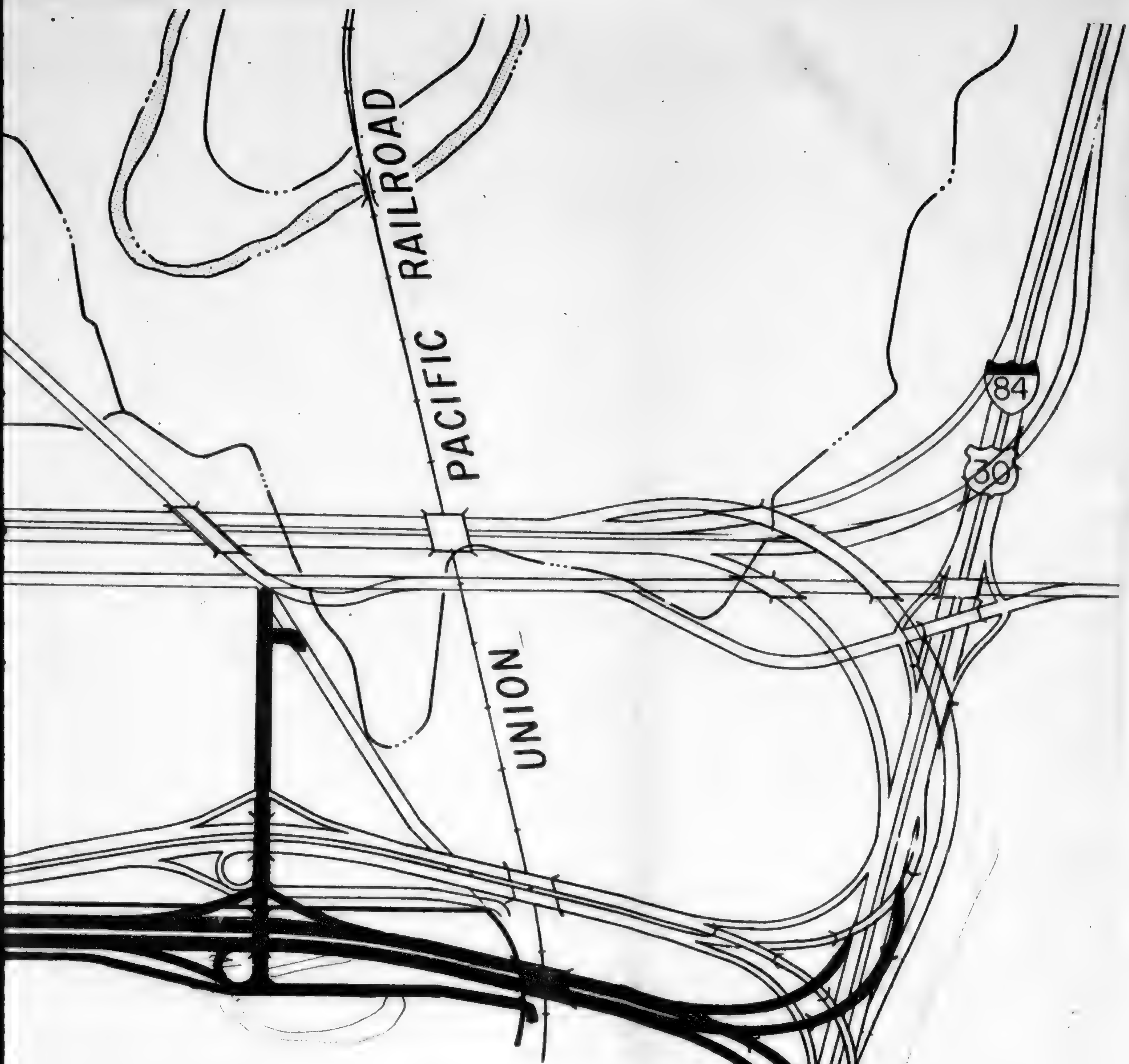
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PACIFIC
RAILROAD
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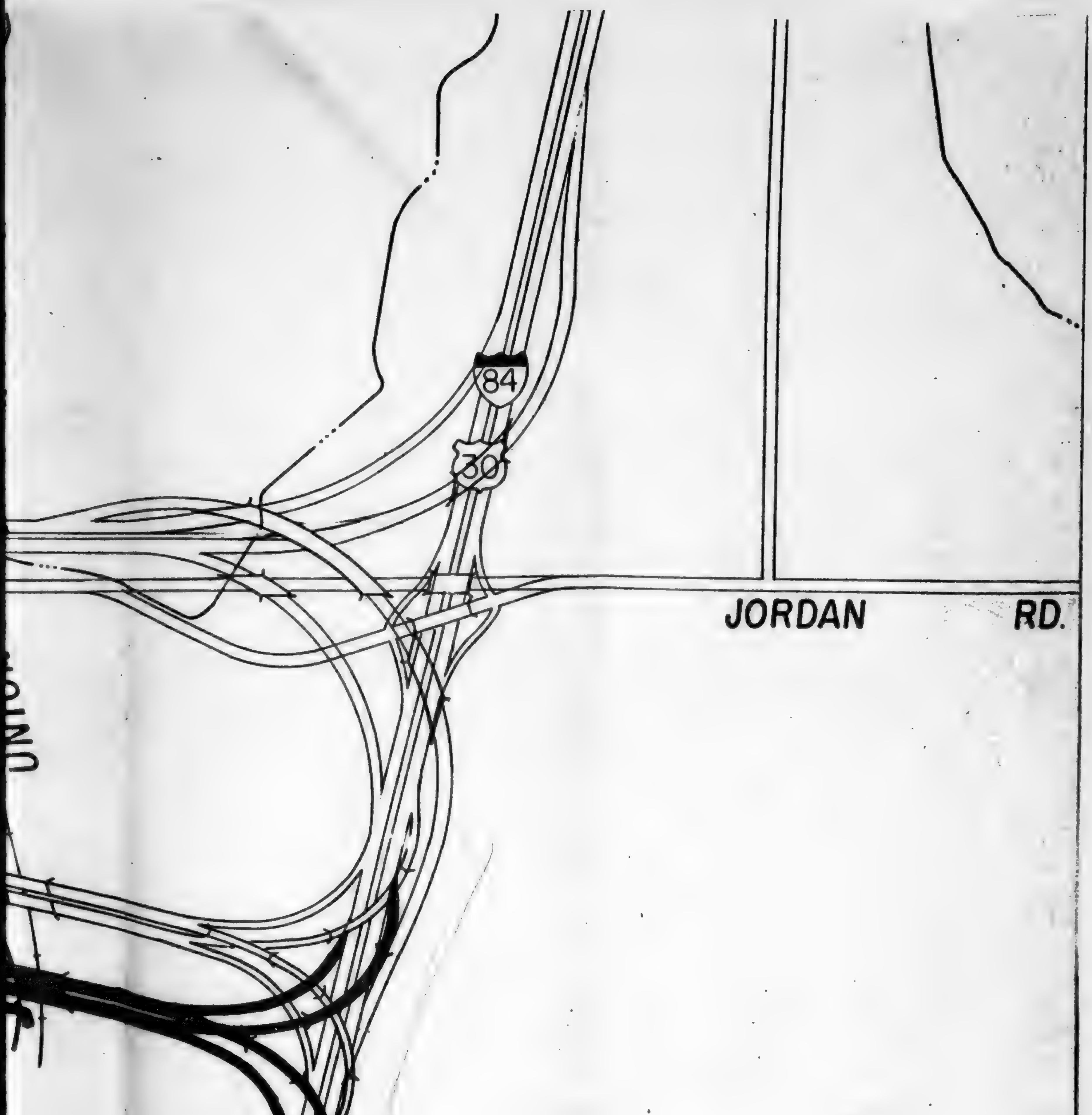
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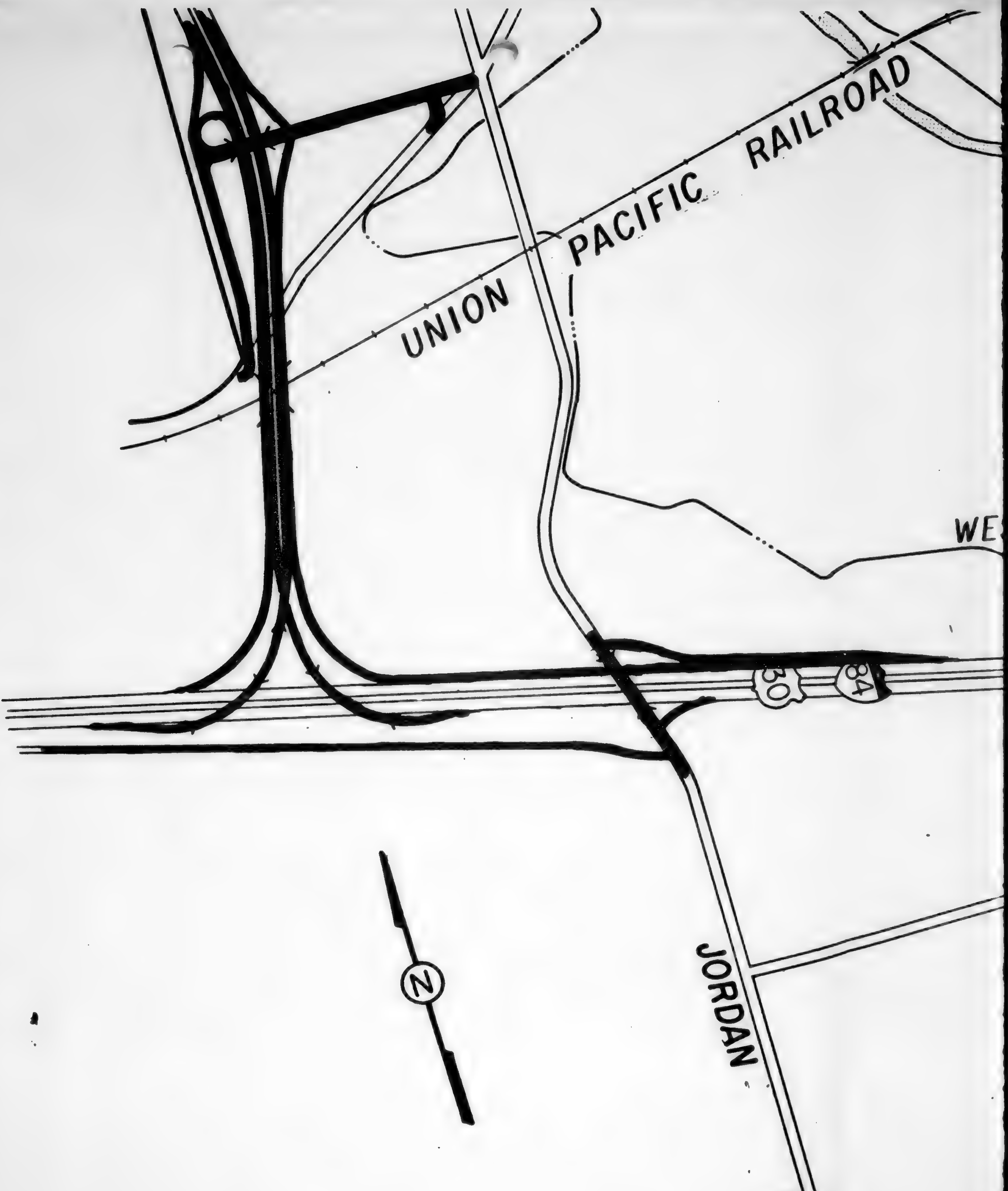
JORDAN RD.
UNIO


UNION PACIFIC RAILROAD
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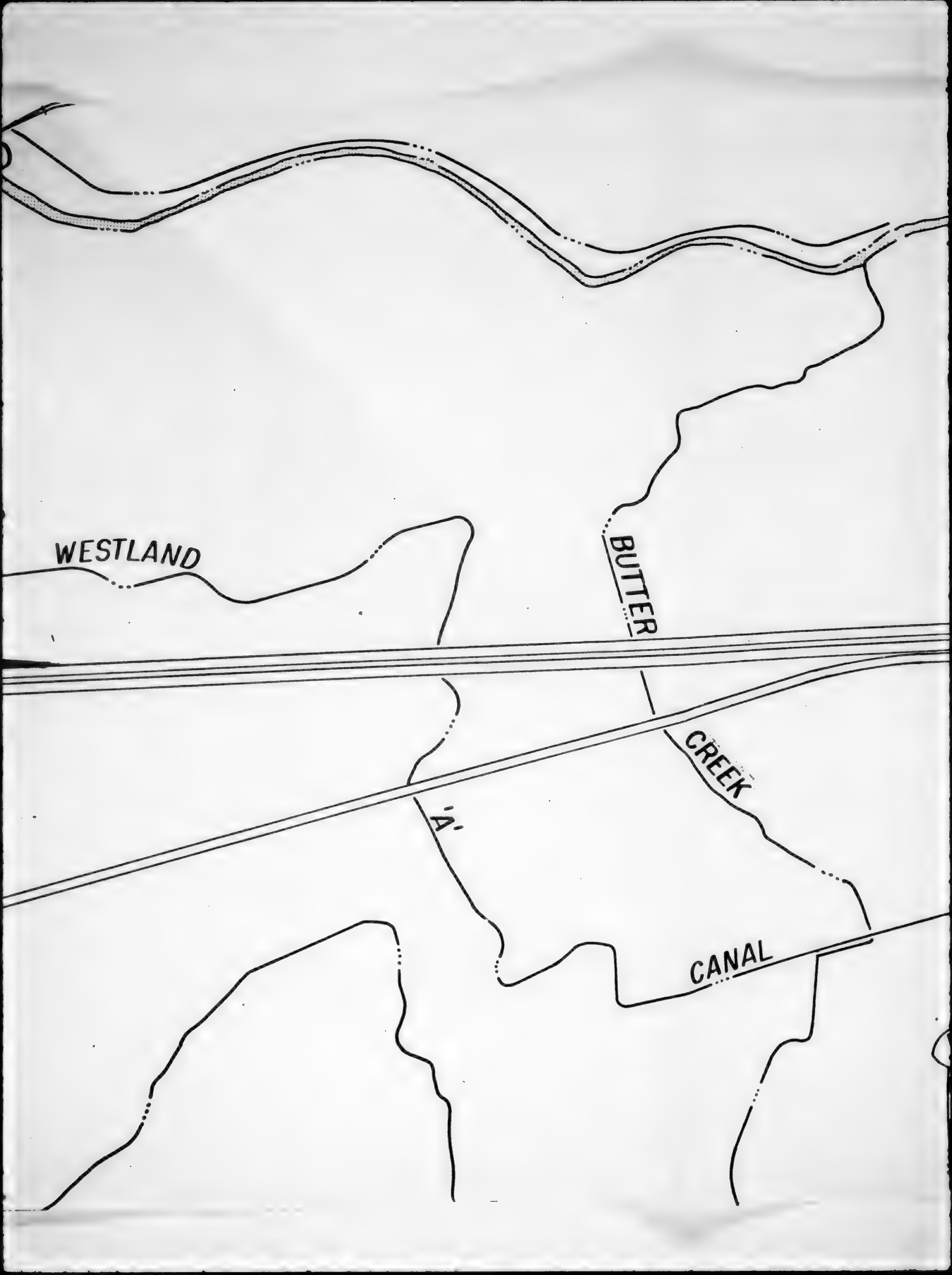
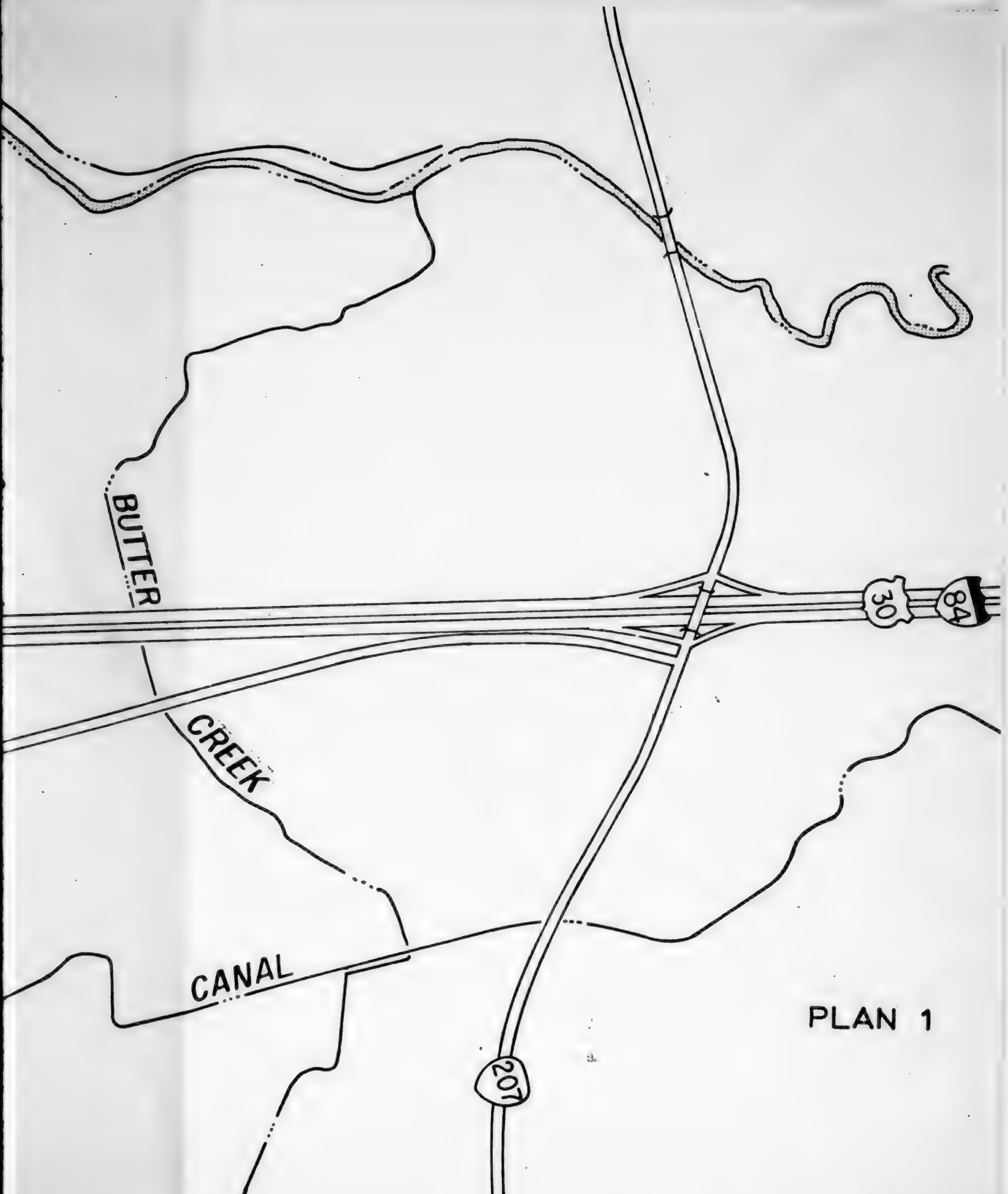

WESTLAND
BUTTER
CREEK
'A'
CANAL


BUTTER
CREEK
CANAL
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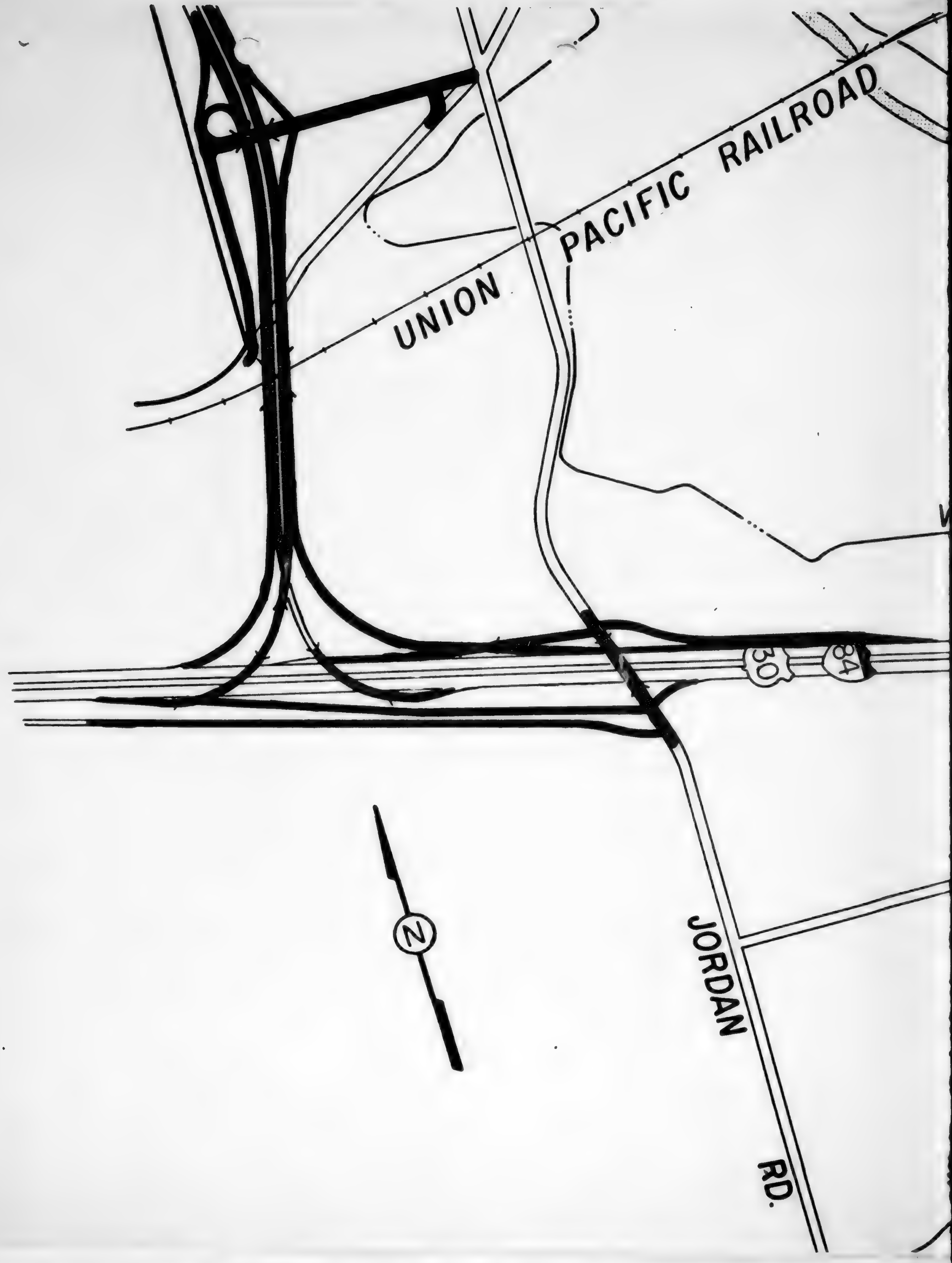
PLAN 1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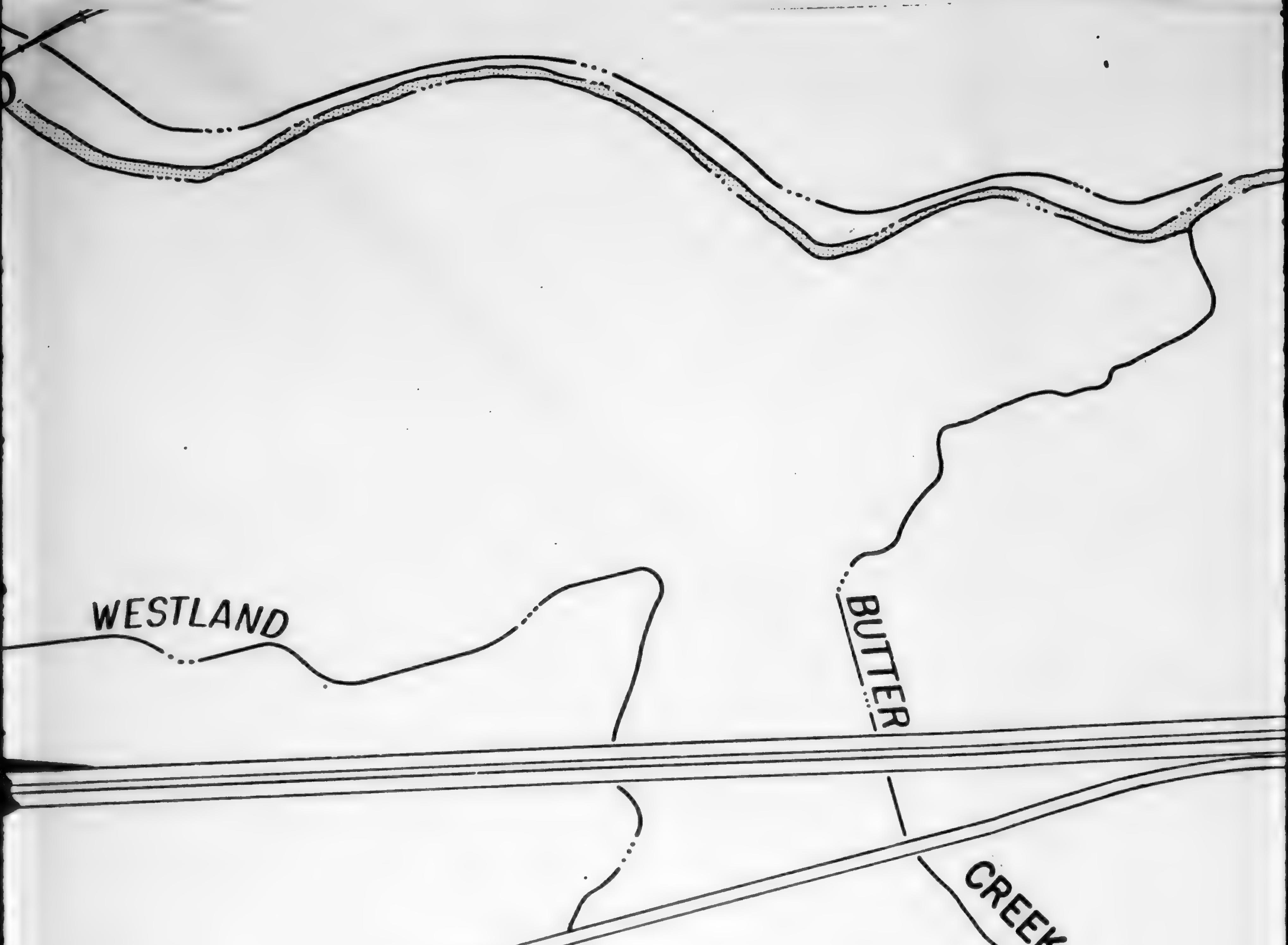
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BUTTER CREEK
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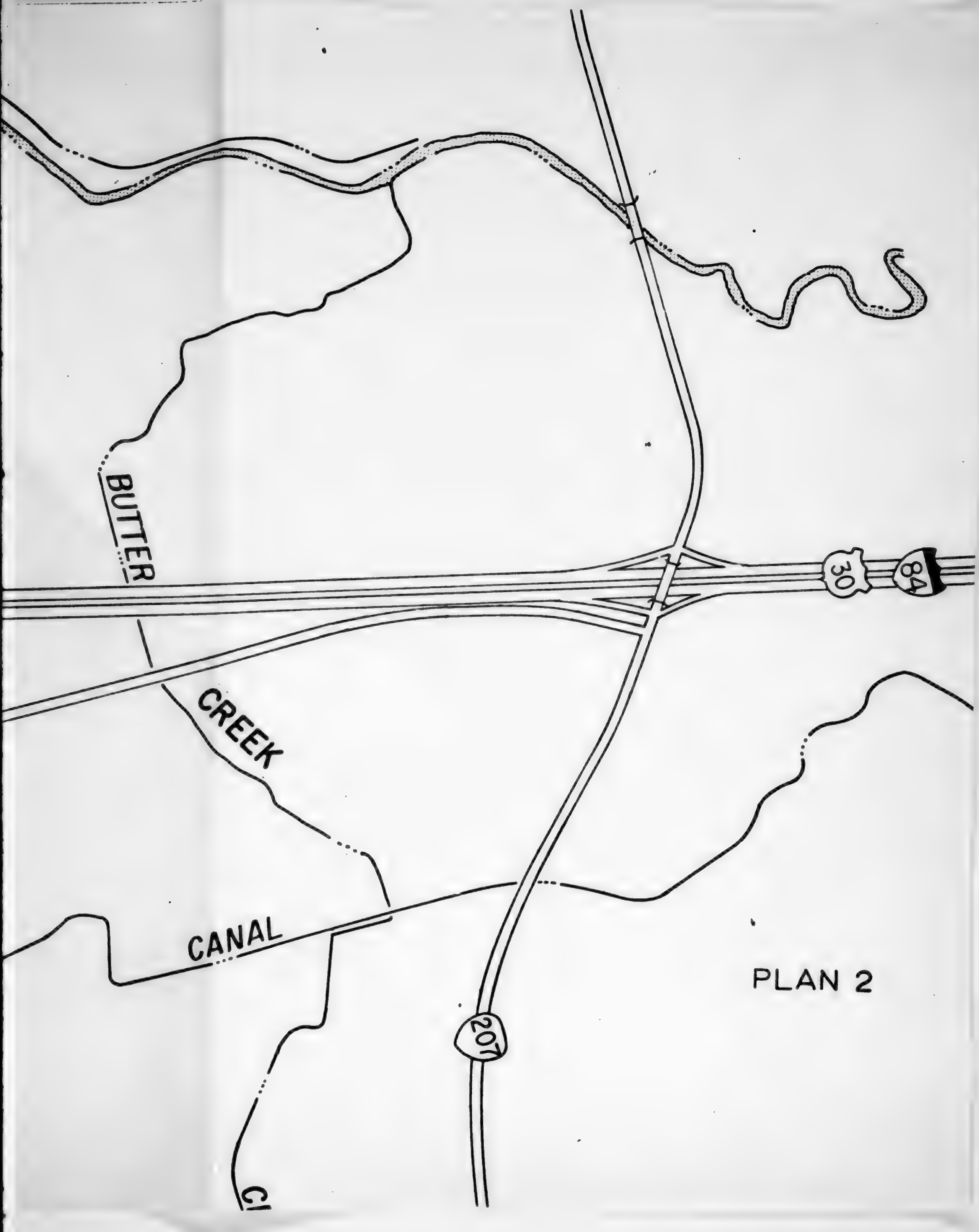

BUTTER
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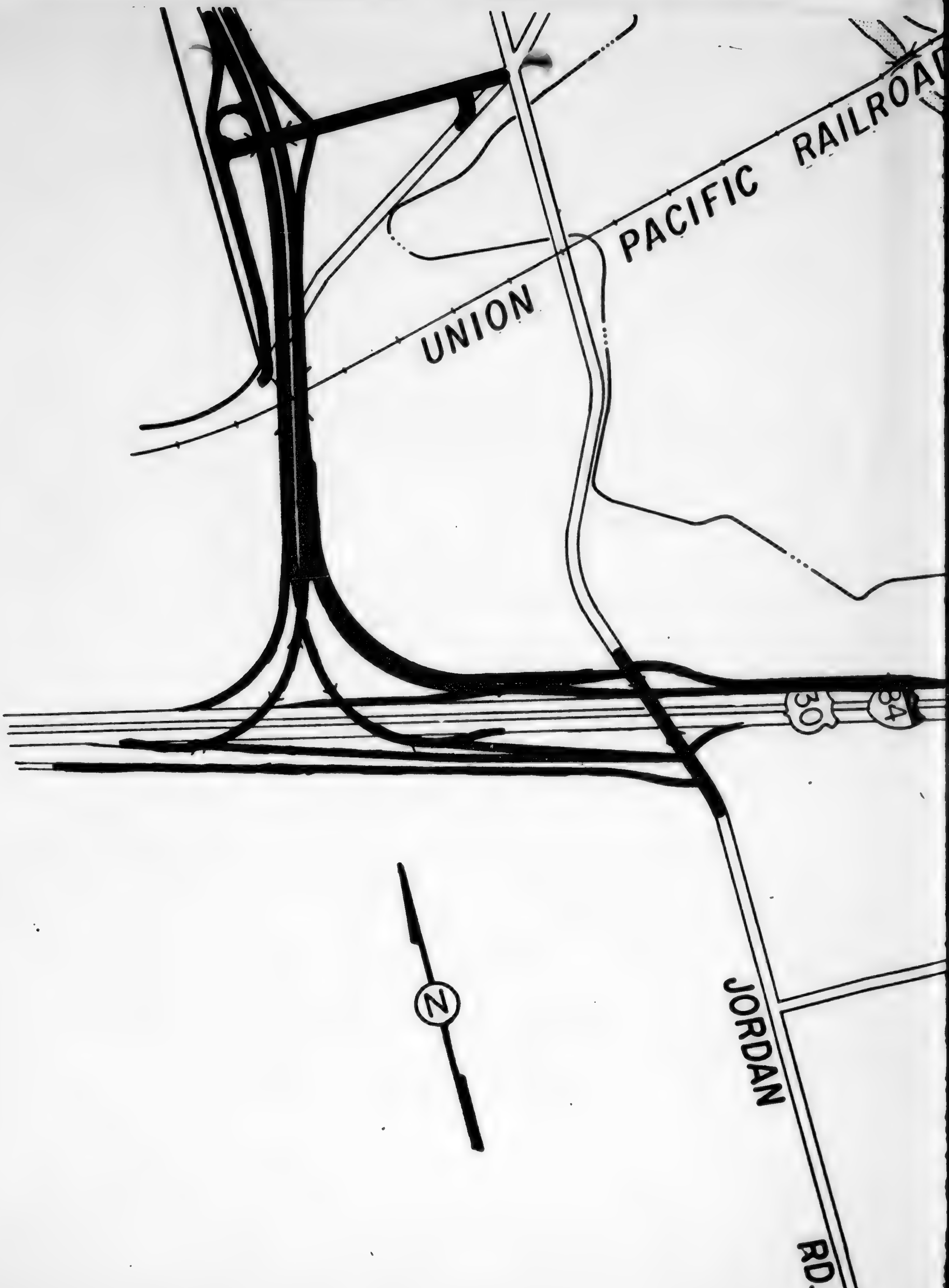
PLAN 2


UNION PACIFIC RAILROAD
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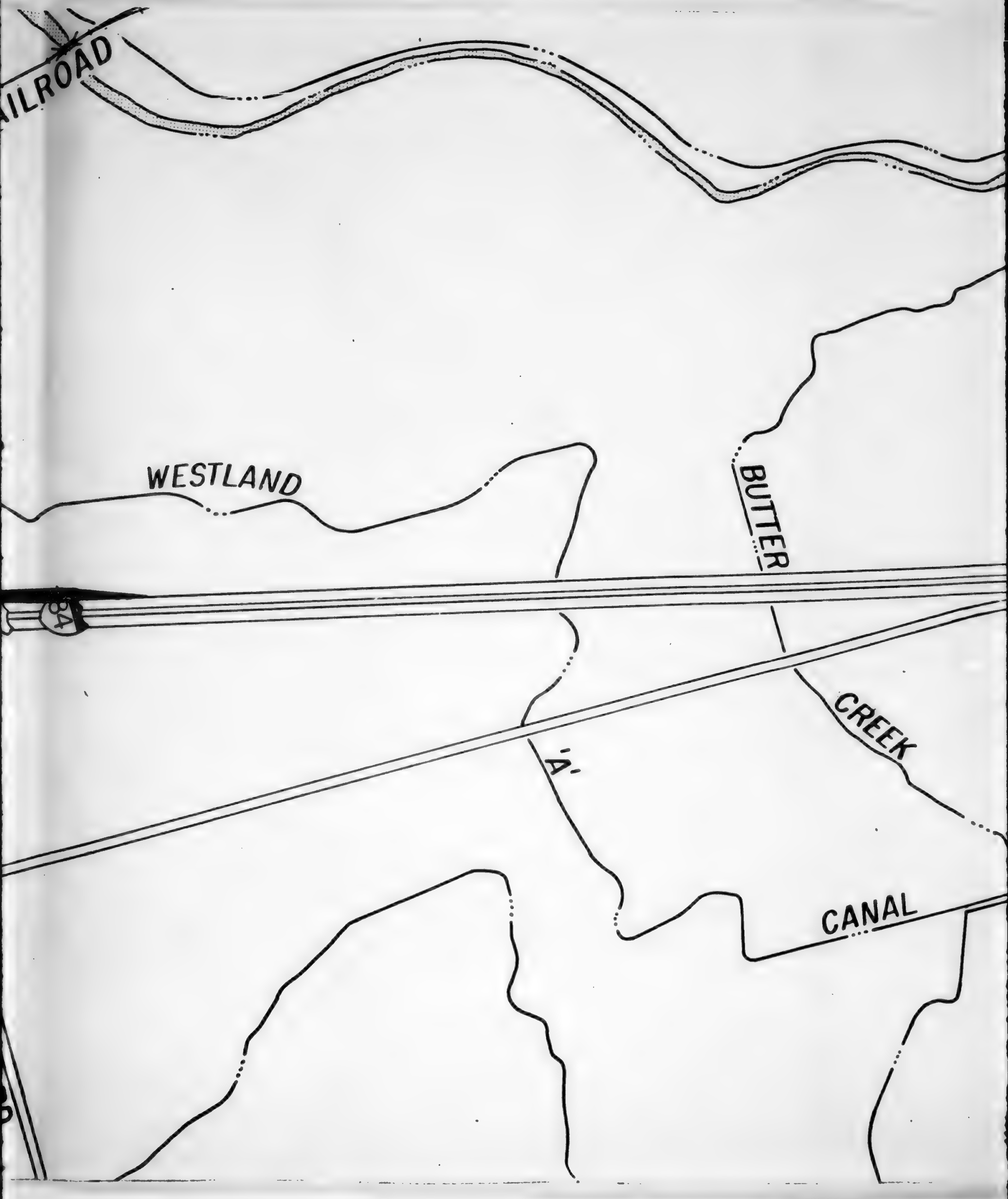
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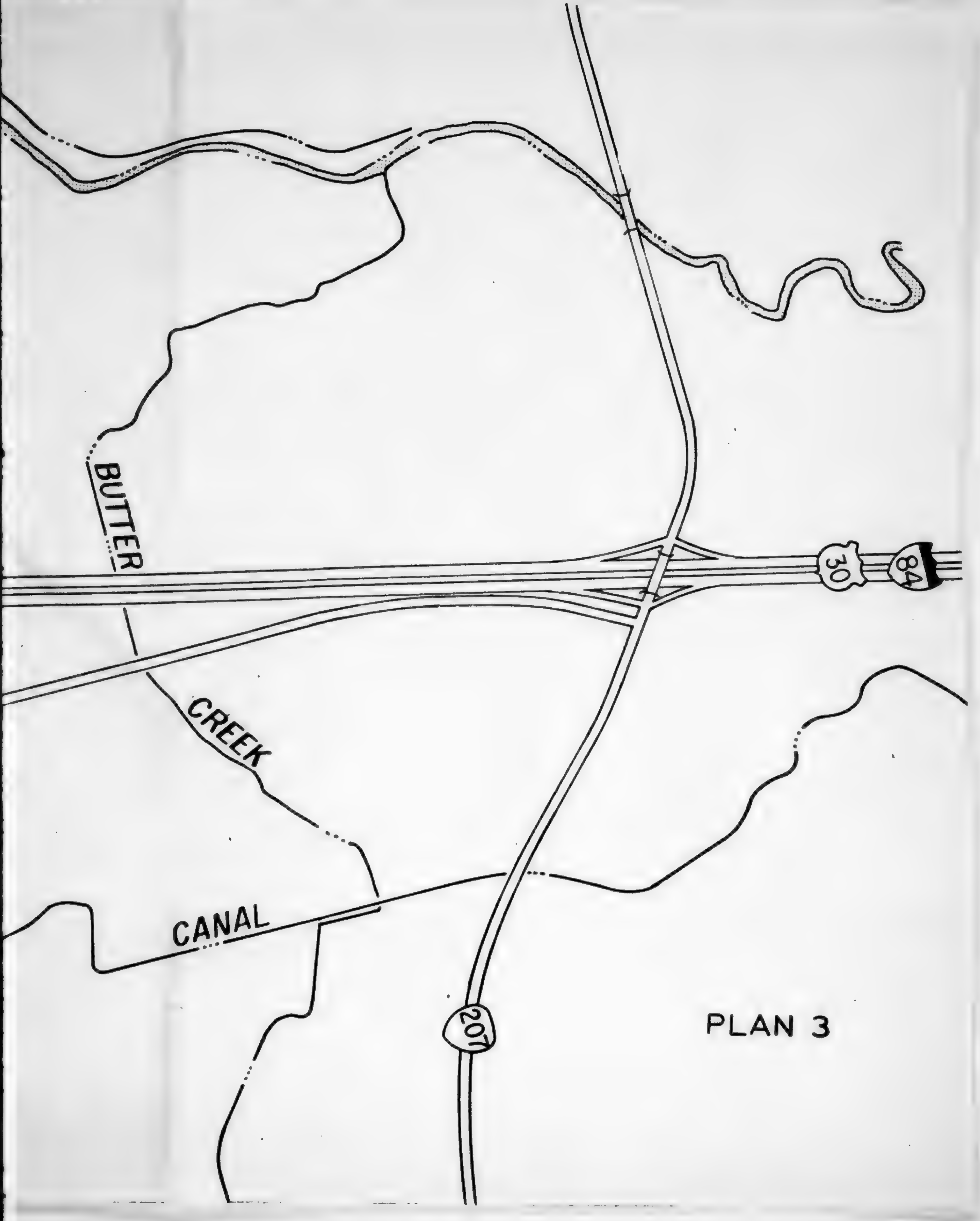
BUTTER
CREEK
CANAL
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PLAN 3

1983 Columbia River Bridge Sec. 9738
Oregon Coast Hwy. N. of Astoria
(Concrete sealing)

STATE OF OREGON

INTEROFFICE MEMO

RES 10

PDE
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RECEIVED
MAR 0 3 1989
PD/RD/SPECS OFFICE

BPM
LA
PDS1
PDS2
RDS
BPS
PLC

TO: Duane Christensen, Tom Lulay
Bob Poole, Maintenance Engineer

DATE: February 23, 1989

FROM: Keith L. Martin Keith L Martin
Research Unit Engineer

SUBJECT: Five Year Report: "Chloride Sealant on the Columbia River Bridge(Astoria) Contract # 09738"

The attached report covers the analysis of chlorides in spans 41, 84, and 119 on the Columbia River Bridge at Astoria. The data presented is from both the 1983 and 1988 samplings.

Comparison of the average annual increase in chloride concentration before sealing and those afterward indicate that the sealants are only 50% effective in blocking chloride intrusion.

The analysis of the data was performed using Frick's equation for diffusion of chlorides in concrete. The data appears to provide a unique solution to the equation and allow limited prediction of future concentrations. This innovative approach holds promise for future analysis of other structures.

The following predictions were made on the basis of the analysis:

1. Areas with 1 inch of cover over the steel (bottom of deck) may, locally, reach corrosion thresholds in 3 to 5 years.
2. Areas with 1-1/2 inches of cover (beams) may reach the corrosion threshold in 15 to 20 years.

It is recommended that the 1 inch cover areas (bottom of deck) be surveyed again in 5 years. The 1-1/2 inch cover areas (beams) should be surveyed in 10 years. These surveys will cost approximately $15,000. The surveys will also assist in validation of the analytical procedure for use on future structures.

RDP

cc: Wimer - Construction
ODOT Library

cc Bob Pool w/o attach — See the attached 3-2-89 note from Fred Sucht and his concern that this structure be resealed shortly.

3-2-89

Jerry (Wimer)

cc Duane Christensen w/attach
Tom Lulay " "
Keith Martin " "

RECEIVED
FEB 24 1989
CONSTRUCTION SECTION

CE ___ CAE ___
COE ___ OM ___
OE ___
CA ___
CAM ___
EEO ___
SPC ___ TC ___
SA ___ CC ___
FE ___ CP ___
PQC ___
QCS ___
FILE ___

F. Sucht

23-1387

FIVE YEAR REPORT
CHLORIDE SEALANT ON THE
COLUMBIA RIVER BRIDGE (ASTORIA)
CONTRACT NO. C09738

by

H. M. Laylor
Research Project Coordinator

Jerry, 3-2-89

This report the most assumed value's That I have seen.

First the seal on the structure has reached it's life placed in 1983 with a 5 year life expectance,

2nd the detration of the beam by visual inspection show's a 90% reduction in detration. Having lived with this bridge I know. We should be setting up moneys to reseal str. shortly

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
RESEARCH UNIT
Salem, Oregon 97310

9731

STATE OF OREGON **INTEROFFICE MEMO**

TO: Tom Falls **DATE:** March 19, 1987

FROM: R. C. Blensly Bob
Research Engineer

NOTED
E. SCHWART

SUBJECT: Interim Report: Columbia River Bridge (Astoria)
Chloride Monitoring

Attached, please find the above named report.

cc: Construction
Bridge
Region 2
Schwartz

RECEIVED
HWY ENGR
MAR 23 '87
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

81-125-1387

Interim Report

Columbia River Bridge (Astoria)

Chloride Monitoring
March 20, 1987

By H. M. (Marty) Laylor

INTRODUCTION:

In 1983 Chloride content analysis was performed on selected spans of the subject structure. The need for sealing the concrete from future chloride intrusion was identified. Shortly thereafter a contract was let to seal the bottom of the deck and the prestressed beams. The sealing was completed by October 1984. Because of the scope of the project it was decided to initiate a five year program to monitor the chloride intrusion under State force order #2, contract #9738. The data from 1983 and 1986 chloride sampling have been analyzed and the interim results are as follows.

CONCLUSION:

This analysis indicates that the overall rate of intrusion of chloride on the structure has probably been reduced, though not to the desired degree. Because of the unknown experimental variability of the data and relatively short time periods involved, a clear cut picture is not possible. The 1988 sampling should give much more information and indicate more clearly what the long term trend is.

RECOMMENDATION:

The 1988 sampling and analysis should parallel the year 0 sampling in both the number of samples and location (see Appendix 4). This will maximize the chance of obtaining more significant results, especially when analyzed with the 1986 data.

RESULTS:

1. 1983 Data (see Appendix 1)

    1.1 1/8 to 1 inch depth samples

    mean = .94 # cl^-/cu. yd.
    standard deviation = .54
    number of samples = 100
    number of samples in the analysis = 100
    number of outliers = 0 (see note 1 below)

Note 1: The outlier criteria for rejection is samples that lie outside the mean plus 4 standard deviations.

1.2 1 inch to 2 inch depth samples

mean = .13 # cl-/cu. yd.
standard deviation = .08
number of samples = 99
number of samples in the analysis = 99
number of outliers = 0 (see note 2 below)

2. 1986 Data (see Appendix 2)

2.1 1/8 to 1 inch depth samples

2.1.1 as received

mean = 1.06 # cl-/cu. yd.
standard deviation = .75
number of samples = 66

2.1.2 samples used for analysis

mean = 1.05 # cl-/cu. yd.
standard deviation = .70
number of samples = 66
number of samples in the analysis = 62
number of outliers = 1 (see note 1 above)
number of samples taken in the wrong area = 3

2.1.3 samples used after Chi - Square analysis

mean = .96 # cl-/cu. yd.
standard deviation = .53
number of samples = 66
number of samples in the analysis = 60
number of outliers = 1 (see note 1 above)
number of outliers = 2 (see chi square analysis)
number of samples taken in the wrong area = 3

2.2 1 inch to 2 inch depth samples

2.2.1 as received

mean = .30 # cl-/cu. yd.
standard deviation = .15
number of samples = 67

2.2.2 samples used for analysis

mean = .30 # cl-/cu. yd.
standard deviation = .15
number of samples = 67
number of samples in the final analysis = 62
number of outliers = 2 (see note 1 above)
number of samples taken in the wrong area = 3

DISCUSSION:

When there is a difference in salt concentration in any system there is a driving force in the system to reach equilibrium. The mean chloride level in the 1 to 2 inch level was .1 #/cu. yd. (using .13 #/cu. ft. in the calculations) in 1983 and .30 #/cu. yd. in 1986. This increase in chlorides at the 1 to 2 inch depth is expected since the chloride content at the 0 to 1 (1/8 to 1) inch level is significantly higher than at the 1 to 2 inch level.

The only known chloride source that would cause an increase in the 1 to 2 inch level is from the 0 to 1 inch level. Thus, the hypothesis, "if the chloride barrier was working perfectly, the chloride content at the 0 to 1 inch level would approximately decrease an amount equal to the increase in chlorides at the 1 to 2 inch level", needs to be tested.

To test the hypothesis, first calculate the increase in the 1 to 2 inch level and deduct that amount from the 0 to 1 inch level.

1986, 1 to 2 inch chloride concentration – 0.30 #/cu. yd.
1983, 1 to 2 inch chloride concentration – 0.13 #/cu. yd.
increase – 0.17 #/cu. yd.

1983, 0 to 1 inch chloride concentration – 0.94 #/cu. yd.
decrease – 0.17 #/cu. yd.
Hypothetical 1986 chloride concentration – 0.77 #/cu. yd.

The hypothetical 1986 chloride concentration is the expected value and was used for the "expected frequency" in a Chi-Square Test (see Appendix 3) of significance as follows:

> Chi-Square, 62 samples (1 outlier, 3 samples from wrong area removed) = 64.8 or between 50% to 75% of the data or "observations" are in the expected range.

The raw data was re-examined and Chi-Square was re-calculated with the two, mean + three standard deviations samples from bent 41 removed.

> Chi-Square, 60 samples (1 outlier, 3 samples from wrong area removed, 2 samples in mean + 3 standard deviation area removed) = 25.0 or 99%+ of the observations are in the expected range.

By removing these two sample points, 3.2% of the sample, the mean was reduced from 1.05 to 0.96 or 8.1%. The standard deviation improved from 0.70 to 0.53 or 24%.

The more representative value of 0.94 # chloride per cu.yd. in the 0 to 1 inch level is still above the hypothetical 0.77 pounds as outlined above. If the 0.94 value is accepted then there is an increase of 0.17 (0.94 -0.77) # chloride over 3.67 years or 0.046 #/ yr. This compares to 0.94 pounds accumulated over 15 years (1968 to 1983) or 0.063 pounds/yr.

This analysis indicates that the overall rate of intrusion of chloride on the structure has probably been reduced, though not to the desired degree.

May 20, 1985

Mr. Bruce Hoffmeister
Risk Management
Department of General Services
1225 Ferry Street, SE
Salem, OR 97310

CON 5
#9738

RE: Claim No. L18422

Dear Mr. Hoffmeister:

As requested, we are attaching a copy of Contract No. 9738 with Abhe & Svoboda, Inc., for concrete sealing on the Columbia River (Astoria) Bridge Section of the Oregon Coast Highway in Clatsop County.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

Attachment
FKN:js

April 26, 1985

Fidelity and Deposit Co. of Maryland
Suite 1201, Lloyd 500 Building
500 NE Multnomah
Portland, OR 97232

CON 5
#9738

Gentlemen or Ladies:

Contract No. 9738 awarded to Abhe & Svoboda, Inc. for concrete sealing on the Columbia River (Astoria) Bridge Section of the Oregon Coast Highway in Clatsop County was completed on November 28, 1984, and accepted by the State Highway Division on April 16, 1985.

Final payment in the amount of $5,000.00 will be released to the contractor after May 1, 1985. The total contract amount is $616,209.00 and no work was performed under force account.

You have been advised previously that a claim has been filed against the bond on this contract which has been paid.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Abhe & Svoboda, Inc.
PO Box 251
Prior Lake, MN 55372

Fidelity & Deposit Co. of Maryland
PO Box 1227
Baltimore, MD 20203

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog (Attn: Frank Griffin)
Bill Anhorn

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: COLUMBIA RIVER (ASTORIA) BRIDGE
WEEK ENDING: Nov. 28, 1984
SECTION PREFIX: 4-1140
HIGHWAY: OREGON COAST
COUNTY: CLATSOP
NAME OF JOB: COLUMBIA RIVER (ASTORIA) BRIDGE
KIND OF WORK: CONCRETE SEALING
CONTRACTOR: ABHE & SVOBODA, INC.
CONTRACT NUMBER: 9738
FEDERAL AID PROJECT NUMBER: STATE
DATE OF CONTRACT: DECEMBER 22, 1983
DATE WORK STARTED: APRIL 30, 1984
ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0
SPECIFIED WORK DAYS: ______
WORK DAYS USED: ______
SPECIFIED CALENDAR DAYS: ______
CALENDAR DAYS USED: ______
SPECIFIED COMPLETION DATE: OCTOBER 31, 1985
PERCENT OF TIME ELAPSED: 43
PROJECT AUTHORIZATION: $ 707,456.85
EXCLUSIVE OF ENGINEERING: $ 651,385.95
ENGINEERING AUTHORIZATION: $ 56,097.90
PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 616,208.80
ENGINEERING COST TO DATE: $ 56,065.00
PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 95
Est. Engr. $56,097.90
ESTIMATED PERCENT ~~OVERRUN~~ UNDERRUN: 5.0 %
PERCENT OF AUTHORIZATION: 100 %
DATE PROJECT WAS COMPLETED: October 2, 1984

SEMIFINAL SUBMITTED: NOVEMBER 16, 1984

ESTIMATED PERCENT ~~COMPLETE~~ (STRUCTURE)

	CLEAN/SEAL CONCRETE	CLEAN/PAINT BEARINGS			
PERCENT	100	100			
~~MILES IN PROJECT~~					
~~MILES PARTIALLY COMPLETED~~					
~~MILES COMPLETED~~					
TOTAL ESTIMATED QUANTITIES (CONTRACT)	140 SPANS	140 EACH			
TOTAL QUANTITIES CORRECTED TO DATE	140 SPANS	140 EACH			
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
~~AVERAGE DAILY QUANTITIES~~					
~~AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME~~					
NUMBER OF SHIFTS PER DAY	0				
HOURS PER SHIFT	0				

EQUIPMENT USED DURING THE WEEK: None.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 25				
MONDAY 26				
TUESDAY 27				
WEDNESDAY 28				
THURSDAY				
FRIDAY				
SATURDAY				

CE____ CAE____ RECEIVED LS____ TC____
COE____ OM____ SA____ CC____
CA____ DEC 4 1984 FE____
CAM____ MA____
CP____ CONSTRUCTION OCS____
EEO____ SECTION FILE____

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 25	No Work Activity.
MONDAY 26	" " "
TUESDAY 27	" " "
28 WEDNESDAY	" " "
THURSDAY	" " "
FRIDAY	" " "
SATURDAY	" " "

REMARKS

Third Notification issued effective November 28, 1984

All work on contract complete, this is the final report.

Summary of underruns: No change since last report.

SIGNED Anderson LOCATION ASTORIA

CHET ANDERSON
PROJECT MANAGER

Distribution
Original: Constr. w/copy cc: Region 2, Washington DOT, File

SP-F216

November 14, 1984

Port of Astoria
1 Portway
Astoria, OR 97103

CON 5
#9738

Attention: Evelyn Bredleau
Office Manager

Gentlemen or Ladies:

Thank you for your letter of October 23, 1984, informing us that Abhe and Svoboda have paid you $198.

This was in connection with a claim filed on Contract No. 9738 for concrete sealing on the Columbia River (Astoria) Bridge in Clatsop County.

This information will be noted in our files and we will advise the contractor and the surety of this payment.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

FKH:bk

cc: Abhe & Svoboda, Inc.
P.O. Box 251
Prior Lake, MN 55372

Fidelity & Deposit Co. of Maryland
Portland Branch Office
Suite 1201 - Lloyd 500 Building
500 NE Multnomah
Portland, OR 97232

NOTED ON CARD
11-14 84

ROY NIEMI
President

GEOFFREY STONE
Vice President

NICHOLAS ZAFIRATOS
Treasurer

HOWARD JOHNSON
Asst. Secretary/Treasurer

HENRY DESLER
Secretary

PORT OF ASTORIA

October 23, 1984

Mr. Robert W. Gormsen
Department of Transportation
121 Transportation Building
Salem, Oregon 97310

Re: Abhe & Svoboda

Dear Mr. Gormsen:

Abhe & Svoboda, Inc. has paid the additional $198.00 that was due to the Port of Astoria on September 28, 1984.

Thank you for your assistance.

Sincerely,

Evelyn Bredleau

Evelyn Bredleau
Office Manager

EB/rkh

cc: Abhe & Svoboda

RECEIVED
OCT 24 1
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 84205

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 13, 1984

FILED
OCT 23 1984
NORMA PAULUS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:
CON 5
#9738

Port of Astoria
1 Portway
Astoria, OR 97103

Attention: Evelyn Bredleau
Office Manager

Gentlemen or Ladies:

Chet Anderson of our Highway Division office at Astoria has forwarded your letters of September 19 and 28, 1984, to our office. The September 19th letter is filing a claim against the following contract:

FILED BY:	Port of Astoria
AMOUNT:	$5,342.43
FOR:	Rental of buildings and equipment
AGAINST (Prime contractor)	Abhe & Svoboda, Inc.
CONTRACT NO.:	9738
PROJECT:	Columbia River (Astoria Bridge) Concrete Sealing Project, Oregon Coast Highway, Clatsop County
SURETY:	Fidelity & Deposit Co. of Maryland

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Your letter of September 28 indicated that Abhe and Svoboda have paid all their obligations except $198. Please advise this office when the $198 has been collected. Our address is 121 Transportation Building, Salem, OR 97310.

NOTED ON CARD
11-29-84 Lgm

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
OCT 24 [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Abhe & Svoboda, Inc.
Fidelity & Deposit Co. of Maryland

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

ROY NIEMI
President
GEOFFREY STONE
Vice President
NICHOLAS ZAFIRATOS
Treasurer
HOWARD JOHNSON
Asst. Secretary/Treasurer
HENRY DESLER
Secretary

PORT OF ASTORIA

September 19, 1984

Oregon State Highway Department
Attn: Chet Anderson, Project Mgr.
P.O. Box 1104
Astoria, Oregon 97103

Dear Mr. Anderson:

Abhe and Svoboda, the company that has the contract to paint the Astoria Bridge, is delinquent on payment of their bills to the Port of Astoria.

Attached are copies of the invoices that are due to the Port.

In addition to these invoices, there will be additional costs for the month of September. We request that you place a claim on the project until this bill is paid.

If you have any questions, please feel free to contact me.

Sincerely,

Evelyn Bredleau

Evelyn Bredleau
Office Manager

EB/rkh

encls.

RECEIVED
SEP 25 19[illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CE____ CAE____ RECEIVED LS____ TC____
COE____ OM____ SA____ CC____
CA____ SEP 24 1984 FE____
CAM____ MA____
CP____ CONSTRUCTION QCS____
EEO____ SECTION FILE____

1 PORTWAY ASTORIA, OREGON 97103 (503) 325-4521

ROY NIEMI
President
GEOFFREY STONE
Vice President
NICHOLAS ZAFIRATOS
Treasurer
HOWARD JOHNSON
Asst. Secretary/Treasurer
HENRY DESLER
Secretary

PORT OF ASTORIA

September 28, 1984

Mr. Chet Anderson
Project Manager
Oregon State Highway Dept.
P.O. Box 1104
Astoria, OR 97103

Dear Mr. Anderson:

This is to inform you that Abhe & Svoboda has paid all their obligations to the Port except $198 as of this date. I will continue to try to collect this directly from them.

I will inform you ~~after~~ if we collect. Thank you very much for your cooperation.

Yours truly,

Ted Bugas

Ted Bugas
Administrative Director

TB/rkh

RECEIVED
OCT 2 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CE____ CAE____ RECEIVED LS...... TC......
COE...... OM...... SA...... CC......
CA................ OCT 02 1984 FE................
CAM................ MA................
CP................ CONSTRUCTION OCS................
EEO................ SECTION FILE................

1 PORTWAY ASTORIA, OREGON 97103 (503) 325-4521

RECEIVED
SEP 25 19
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

```
    0.00 *

    0.00 *

    0.00 *

   29.00 +
  180.00 +
  389.00 +
  900.00 +
  720.00 +
  300.00 +
  720.00 +
   52.87 +
  720.00 +
   11.56 +
  300.00 +
  720.00 +
  300.00 +
5,342.43 *
```

[illegible]

In Account With Abhet Svoboda
PO Box 251
Prior Lake
Minnesota 55343

Date 4/30/84

TERMS: CASH.

83-1218

-5'

RECEIVED
SEP 25 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

L.T. RENTAL:

Hystor # 601 4/2/84 2 hours @ $14.50/hour $29.00

RENTAL TERMS AND CONDITIONS

[illegible] any rental is subject to a one hour minimum rental charge [illegible]

[illegible]

507

by or arising out of the use of said Port's equipment from any cause whatsoever.

4. Should the renter cause damage or wear beyond reasonable use, the Port will, at its option, repair such damage or unreasonable wear at the sole expense of the Renter.
5. Renter agrees to return said Port equipment to area designated for rental returns.
6. Renter agrees not to remove said Port equipment from Port property.
7. Renter agrees to pay any and all rental charges due.

Renter's Signature ____________ Date 4-2-84

P.O. BOX [illegible] · ASTORIA, OREGON 97103 [illegible]
NEW MAILING ADDRESS [illegible]
[illegible] — ASTORIA, OREGON 97103

A 83-1327

RECEIVED
SEP 25 19[illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

In Account With ABHE & SVOBODA INC.
PO BOX 251
PRIOR LAKE, MINNESOTA
55343

Date 5/24/84

TERMS: CASH.

L/T RENTAL: One week @ $180.00/week

5/8,12,13,17 & 18/84 Hyster # 153 & 151 $180.00

* One machine for 1½ hours per day on the property per Ted Bugas conversation with Richard Wanke. If there is a change notify the Port immediately.

Hereafter, you will be charged for 1½ hours per day for this lift with boom for six days each week as agreed with Bugas.

Use of other lifts, such as the plain 6000 fork lift, will be charged by the hour as you use it. Keep us informed of the hours, day by day that you use it.

If your use gets more extensive we will adjust the charges. Keep us informed.

507

by or arising out of the use of said Port's equipment from any cause whatsoever.

4. Should the renter cause damage or wear beyond reasonable use, the Port will, at its option, repair such damage or unreasonable wear at the sole expense of the Renter.
5. Renter agrees to return said Port equipment to area designated for rental returns.
6. Renter agrees not to remove said Port equipment from Port property.
7. Renter agrees to pay any and all rental charges due.

Renter's Signature R Wanke Date 5-12-84

PORT OF ASTORIA
P. O. BOX 569 ASTORIA, OREGON 97103-0569 (503) [illegible]
NEW MAILING ADDRESS
1 PORTWAY -- ASTORIA, OREGON 97103

83-1337

RECEIVED
SEP 25 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Date 5/31/84

In Account With
ABHE & SVOBODA INC,
Astoria Bridge Project
PO Box 199
Umatilla, OR 97882

TERMS: CASH.

L/T Rental: Per Agreement w/Wanke

5/21/84 - 5/26/84	@ $30/day	180.00	
5/28/84 - 6/2/84	@ $30/day	180.00	
Additional:			
5/18/84 #602 @ 14.50/hour	2 hr.	29.00	
		389.00	$389.00

507

by or arising out of the use of said Port's equipment from any cause whatsoever.

4. Should the renter cause damage or wear beyond reasonable use, the Port will, at its option, repair such damage or unreasonable wear at the sole expense of the Renter.
5. Renter agrees to return said Port equipment to area designated for rental returns.
6. Renter agrees not to remove said Port equipment from Port property.

to pay any and all rental charges due.

[illegible] ASTORIA, OREGON 97103 (503) 325-4521

No. 83-1435

RECEIVED
SEP 25 [illegible]
SERVICES
COMMISSION
DEPARTMENT OF TRANSPORTATION

In Account With
Abhe & Svobida, Inc.
c/o Richard Wanke
3547 Harrison
Astoria, OR 97103

Date 6/11/84

TERMS: CASH.

Rental: space at old Barbey Machine Shop @ $300.00/month	4/1 - 6/30/84	$900.00

531

P. O. BOX 569 ASTORIA, OREGON 97103-0569 (503) 325-4521
[illegible]
[illegible] — ASTORIA, OREGON 97103

NO. 83-1460

RECEIVED
SEP 25 19
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

In Account With
ABHE-SVOBODA
Astoria Bridge Project
PO Box 199
Umatilla, OR 97882

Date 6/30/84

A

TERMS: CASH.

L/T Rental per Agreement:

6/3 - 9/84	180.00	
6/10 - 16/84	180.00	
6/17 - 23/84	180.00	
6/24 - 30/84	180.00	
		$720.00

507

PORT OF ASTORIA
P. O. BOX 569 · ASTORIA, OREGON 97103-0569 (503) 325-4521
NEW MAILING ADDRESS
1 PORTWAY — ASTORIA, OREGON 97103

No. 84-007

RECEIVED
SEP 25 [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

In Account With ABHE & SVOBODA, INC.
c/o Richard Wanke
3047 Harrison
Astoria, OR 97103

Date 7/1/84

TERMS: CASH

A

Rental: Barbey Machine Shop - Space 7/1 - 31/84 $300.00

531

PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103-0569 (503) 325-4521
NEW MAILING ADDRESS
1 PORTWAY — ASTORIA, OREGON 97103

No. 84-87

RECEIVED
[illegible] 25 [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

In Account With ABHE - SVOBODA
Astoria Bridge Project
PO Box 199
Umatilla OR 97882

Date 7/30/84

TERMS: CASH.

A

L/T Rental: 7/1 - 7/27/84

4 weeks @ $180.00/week	$720.00

507

PORT of ASTORIA
~~P.O. BOX~~ 569 ASTORIA, OREGON 97103-0569 (503) 325-4521
NEW MAILING ADDRESS
1 PORTWAY — ASTORIA, OREGON 97103

No. 84-94

RECEIVED
SEP 25 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

In Account With
ABHE-SVOBODA
PO Box 199
Umatilla, OR 97882

Date 7/30/84

TERMS: CASH.

A

June & July 1984 Electricity	
944 Kw @ $.056 pkwh	$52.87

509

PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103-0569 (503) 325-4521

NEW MAILING ADDRESS

1 PORTWAY — ASTORIA, OREGON 97103

No. 84-~~208~~ 110

RECEIVED
[illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

a

In Account With Abhe & Svoboda
P.O. Box 199
Umatilla, OR 97882

Date 8/31/84

TERMS: CASH.

LIFT TRUCK RENTAL:

Month of August 1984 @ $180.00/week	$720.00

PORT OF ASTORIA
P. O. BOX 569 · ASTORIA, OREGON 97103-0569 (503) 325-4521
NEW MAILING ADDRESS
1 PORTWAY — ASTORIA, OREGON 97103

No. 84-168

RECEIVED
SEP 25
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

In Account With ABHE & SVOBODA
Astoria Bridge Project
PO Box 199
Umatilla, OR 97882

Date 8/30/84

TERMS: CASH.

—	Elevtricity :	August 1984	200KW	$11.56

PORT OF ASTORIA
P. O. BOX 569 ASTORIA, OREGON 97103-0569 (503) 325-4521
NEW MAILING ADDRESS
1 PORTWAY -- ASTORIA, OREGON 97103

No. 84-166

In Account With
ABHE & SVOBODA INC.
ASTORIA BRIDGE PROJECT
PO BOX 199
UMATILLA, OR 97882

Date 8/1/84

TERMS: CASH. A

RENTAL: space at old Barbey Machine Shop 8/1 - 31/84	$300.00

RECEIVED
SEP 25 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

PORT OF ASTORIA
P. O. BOX 569 ASTORIA, OREGON 97103-0569 (503) 325-4521
NEW MAILING ADDRESS
1 PORTWAY — ASTORIA, OREGON 97103

No. 84-334

In Account With ABHE SVOBODA

Date 9/19/84

TERMS: CASH.

L/T Rental: 4 weeks @ $180.00/week	$720.00

RECEIVED
SEP 25 '84
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

PORT OF ASTORIA
P. O. BOX 569 ASTORIA, OREGON 97103-0569 : (503) 325-4521
NEW MAILING ADDRESS
1 PORTWAY — ASTORIA, OREGON 97103

No. 84-289

Date 9/1/84

In Account With Abhe & Svobbda
Astoria Bridge Project
PO Box 199
Umatilla, OR 97882

TERMS: CASH.

Rental: Old Barbey Machine Shop	9/1 - 30/84	$300.00

RECEIVED
SEP [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

t

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 7-2

TO: L. E. George
Traffic Engineer

DATE: October 17, 1984

FROM: Howard Hamilton Howard Hamilton
Traffic Investigator

SUBJECT: Construction Speed Zoning
Astoria Bridge
Oregon Coast Highway No. 9
M.P. 0.00 to M.P. 2.79

APPROVED 10/16/84
L E George
TRAFFIC ENGR

In a letter dated October 10, 1984, Don Wagner, Region 2 Traffic Operations Supervisor, advised that the contractor has completed the sealing work on the Astoria Bridge.

Mr. Wagner further advised by telephone on October 16, that the 25 mph signs have been removed.

In view of the above, we recommend that the 25 mph construction speed zone on the Astoria Bridge be cancelled.

If you concur, please approve and forward a copy of this letter to R. W. Gormsen for his records.

HH:dc

Attachment

cc: R. W. Gormsen
D. O. Christensen

speed zone
NOTED ON CARD
4/16/85

RECEIVED
NOV 2 [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

L. E. GEORGE

81-128-1387

Howard

STATE OF OREGON

INTEROFFICE MEMO

TO: L. E. George
TRAFFIC ENGINEER

DATE: October 10, 1984

FROM: Don
Don Wagner, Supervisor
REGION TRAFFIC OPERATIONS

SUBJECT: Construction Speed Zone
Astoria Bridge

Earlier this year, a regulatory 25 m.p.h. speed zone was established on the Oregon Coast Highway No. 9 from M.P. 0.00 to M.P. 2.73 (Astoria Bridge). This speed zone was to be posted only during the time when the bridge sealing contractor was working in this area.

Today, the Project Manager from Astoria called to notify me that this project has been completed; therefore, this speed zone is no longer needed. Would you please take the necessary action to remove this speed zone?

DRW:vlw

NOTED
L. E. GEORGE

RECEIVED
NOV 23
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
OCT 12 1984
TRAFFIC ENGINEERING

NOTED BY
D. R. WEAVER

81-125-1387

1

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 7-2

TO: H. S. Coulter
State Highway Engineer

DATE: July 19, 1984

FROM: L. E. George
Traffic Engineer

SUBJECT: Construction Speed Zoning
Astoria Bridge
Oregon Coast Highway No. 9
M.P. 0.00 to M.P. 2.79

In a letter dated July 19, 1984, Dwayne Hofstetter, Region 2 Maintenance Engineer, requested establishment of a regulatory speed zone on a section of the Astoria Bridge between the Oregon-Washington state line (M.P. 0.00) and the north city limits of Astoria (M.P. 2.79) on the Oregon Coast Highway in Clatsop County.

This portion of the Bridge is currently under contract for cleaning, sealing and painting on the viaduct section (Piers 20 to 60). During the contract period, there will be work areas where conditions are such that an enforcable speed zone will better provide for safe movement of traffic through the area.

In consideration of this request, we recommend that the following speed zone be established on the Astoria Bridge for the duration of the contract:

> 25 mph from the Oregon-Washington state line (M.P. 0.00) to the north city limits of Astoria (M.P. 2.73).

We further recommend that the 25 mph signs be displayed only during the time when, in the opinion of the project manager, they are warranted by activities in a particular work area.

If you concur with the proposed speed zoning, please approve and forward a copy of this letter to R. W. Gormsen for his records. Also, please return an approved copy to this office.

orig to Gormsen
cys
George
Hofstetter
files
7-26

L E George

L. E. George
Traffic Engineer

HH:dc
Attachment

cc: R. W. Gormsen
Dwayne Hofstetter

APPROVED
H S Coulter
STATE HIGHWAY ENGINEER
DATE 7/25/84

RECEIVED
STATE HWY ENGR
JUL 24 '84
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

81-125-1387

Contains Recycled Materials

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Action Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission, I approved all actions listed below and report this action for your official records:

1) On July 25, 1984, signed Supplemental Agreements Nos. 1 and 2 with the Balzhiser Group covering additional work at the Springfield (Gateway) Office Building in Lane County.

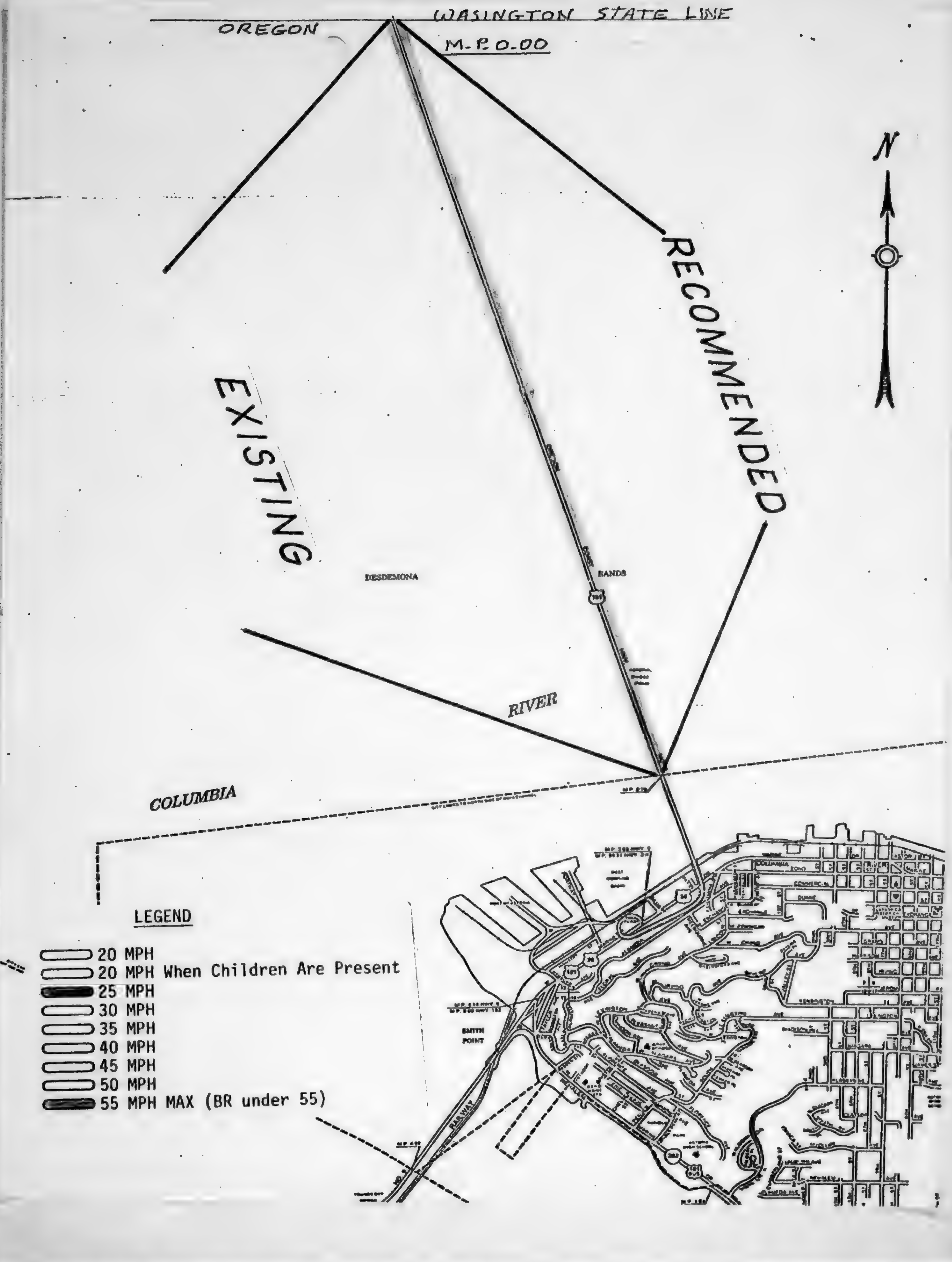
2) On July 25, 1984, established a 25 MPH speed zone (temporary construction) on a section of the Astoria Bridge between the Oregon-Washington State Line (M.P. 0.00) and the north city limits of Astoria (M.P. 2.73) on the Oregon Coast Highway in Clatsop County. The bridge is currently under contract for cleaning, sealing and painting on the viaduct section. Signs will be displayed only when in the opinion of the project manager they are warranted by activities in a particular work area.

Dated this ___ day of ____________, 1984

____

H. S. Coulter, State Highway Engineer

8-9-84



WASINGTON STATE LINE
OREGON
M.P. 0.00
N
RECOMMENDED
EXISTING
DESDEMONA
SANDS
RIVER
COLUMBIA
SMITH POINT
RAILWAY
LEGEND
20 MPH
20 MPH When Children Are Present
25 MPH
30 MPH
35 MPH
40 MPH
45 MPH
50 MPH
55 MPH MAX (BR under 55)

STATE OF OREGON
Highway Division - Region 2

INTERoFFICE MEMO
378-2626

TO: L. E. George
TRAFFIC ENGINEER

DATE: July 19, 1984

FROM: Dwayne Hofstetter
REGION II MAINTENANCE ENGINEER

SUBJECT: Construction Speed Zone
Astoria Bridge
Oregon Coast Highway No. 9
Oregon - Washington State Line - Astoria
M.P. 0.00 - M.P. 2.79

Attached is recent correspondence in which a speed bump was discussed. Instead of the speed bump which has been removed, we are hereby requesting that a 25 m.p.h. regulatory construction speed be established for the subject section of highway. In addition to the contractor, there is also a bridge maintenance paint crew working on the bridge with a similar working arrangement.

There has been a number of incidents where mirrors have been broken off and a recent incident where a motor home and the contractor's snooper crane were damaged. Two-way traffic is maintained through the work areas with a restricted horizontal clearance of 9 feet 6 inches, which is indicated on the posted signs. Workers and equipment are on the bridge adjacent to the narrow lanes. The construction speed is being requested to help protect both the workers and the motoring public. There is no existing speed zone in the subject section (55 m.p.h. Maximum Basic Rule under 55). It is proposed that the speed zone only be in effect for the duration of the contract and only during those times when work is being done requiring the lower speed and appropriate signs are posted at the work area(s).

The contractor is very concerned about safety, and I would really appreciate it if the regulatory construction speed could be established as soon as practical. If you need any additional information, please let me know.

DH/cl

NOTED
L.E. GEORGE

RECEIVED
JUL 1 9 1984
TRAFFIC ENGINEERING

Contains Recycled Materials

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

RECEIVED
STATE HWY ENGR
JUL 18 '84
REFER TO
FOR
Info Inves R/D D/R Sign Act File

In Reply Refer To
File No.: 4-1140
TRA 16-5

DATE: July 17, 1984

TO: William H. Kappus
Area Engineer

ORIGINAL SIGNED BY

FROM: T. W. Litchfield T. W. LITCHFIELD
Region 2 Construction Engineer

SUBJECT: Speed Control Through Construction Projects

Speed control through construction projects has been a concern for all of us involved with highway construction and maintenance for many years. You will find attached a copy of a letter from R. L. Wanke, Project Superintendent for Abhe and Svaboda, Inc., to Chet Anderson, Project Manager in Astoria, in which he describes measures taken on the Astoria Bridge sealing contract to reduce the speed of traffic.

The speed bump he describes was composed of a "candlestick" without the base held in place by a cable stretched across the road from scupper to scupper. Although this was nonstandard and possibly illegal, it was effective and slowed traffic down sufficiently so that neither the traffic nor anyone's equipment was damaged.

I was on the project on Thursday, July 12, and traffic was fairly heavy and was passing through the work area at speeds of about 35 to 45 MPH and, needless to say, the speed bump was not in use.

It appears to me that the problem we are facing continuously is serious enough to bear some formal attention at the national level with the subsequent development of a simple, inexpensive standard method for slowing traffic down through construction areas. Dick Young, our Region Safety Representative, tells me there are "standard rumble strips" manufactured commercially which could be used. I support this idea and recommend temporary rumble strips be installed at a location on the roadway immediately before a motorist enters the critical area and that appropriate signing be developed to bracket the rumble strip locations.

I understand there has been some work done on this in the past and I recommend that it be expedited and put into effect this construction season.

TWL/rgb

cc: H. S. Coulter
✓W. E. Schwartz
C. D. Anderson
C. O. Fredrickson
J. L. Sollis

5

734-1867 (3-84)

ABHE & SVOBODA, INC.
AN EQUAL OPPORTUNITY EMPLOYER
WATER'S EDGE OFFICE PLAZA
POST OFFICE BOX 251
PRIOR LAKE, MN 55372

(612) 447-5760

July 11, 1984

REGION 2 OFFICE
RECEIVED
JUL 1 · 1984
RLO..... RQS.....
[✓ RE] ..... [✓ RCE] ..... [✓ RME] ..... RCM
RTS ..... RLS..... RPC ..... RFS .....
RUS..... RG ..... RSR X .....

Mr. Chet Anderson, Project Manager
Department of Transportation
705 W. Marine Drive
Astoria, Oregon 97103

RE: Contract #9738 Sealing Astoria Bridge, Traffic Safety and Speed Bump

Dear Chet:

As you may recall, I brought up the possibility of a speed bump at the preconstruction meeting, and as an initial attempt to control the speed of traffic I requested 35 MPH signs in my March 26, 1984 communication. The 35 MPH signs slowed down some of the traffic but most virtually ignored any speed reduction request.

Aside from my concern over the speed of the traffic, the primary topic at every one of the job safety meetings we held was the traffic control and requests from the employees to do something about the definite danger. We realized one of our options was to utilize flaggers. But we were recently on a State of Oregon project where flagging was necessary and the total interruption of traffic flow caused numerous traffic accidents and resulted in some near misses for our flagging personel. So in this situation I don't feel flagging is the answer. And, to my knowledge, available statistics do concur that the safest traffic control is to keep traffic moving.

So as the only feasible alternative on June 18, 1984, as you are aware, we installed a temporary speed bump in an effort to slow traffic down to keep our work force alive. We also changed the 35 MPH sign to 15 MPH and added the BUMP sign (Exhibit A). I also added a double sided BUMP sign to our Snooper truck (Exhibit B) to give additional warning to vehicles to expect some type of interruption in our definite work area. We've used this speed bump since the 18th of June for over 200 hours and have had no accidents of any sort, and traffic has slowed down.

I believe a direct result of the slower traffic is evident in the decrease of broken mirrors. There were many days when three or four passing vehicles would part company with their mirrors. Since the speed bump there hasn't been over two or three total.

This date Mr. Dick Young, the Region Safety Representative stopped by and after some discussion recommended that we remove the speed bump until he has an opportunity to review the legal ramifications of such an obstacle. This we did, against my wishes, thus resulting in an immediate increase of vehicle speed of approximately 10 to 20 MPH. We realize that all the

EXHIBIT A

EXHIBIT B

Bridge motorists told to slow down

Motorists on the Astoria Bridge had better slow down as they pass through the construction work, or they soon might have to stop altogether.

Rich Wanke, project superintendent for a construction job under way on the four-mile interstate span, says local drivers are going dangerously fast through the work area. Wanke works for Abhe & Svoboda Inc. of Prior Lake, Minn., which has a contract with the Oregon Department of Transportation to apply a sealant to the underside of the bridge to halt corrosion.

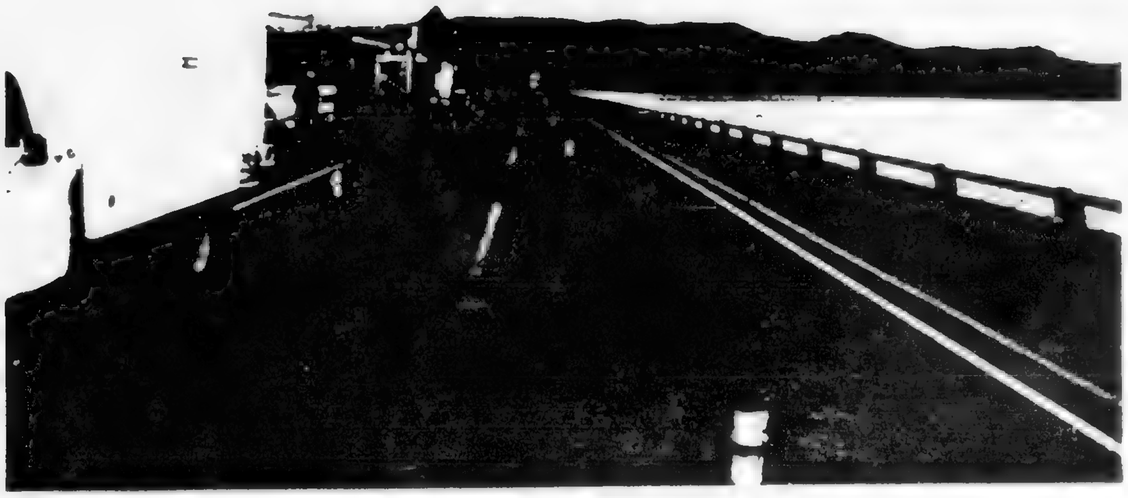
Abhe & Svoboda's contract with the state authorizes it to hire flagmen who would cut traffic movement to a single lane at a time. Flagmen's wages would be paid by the taxpayers.

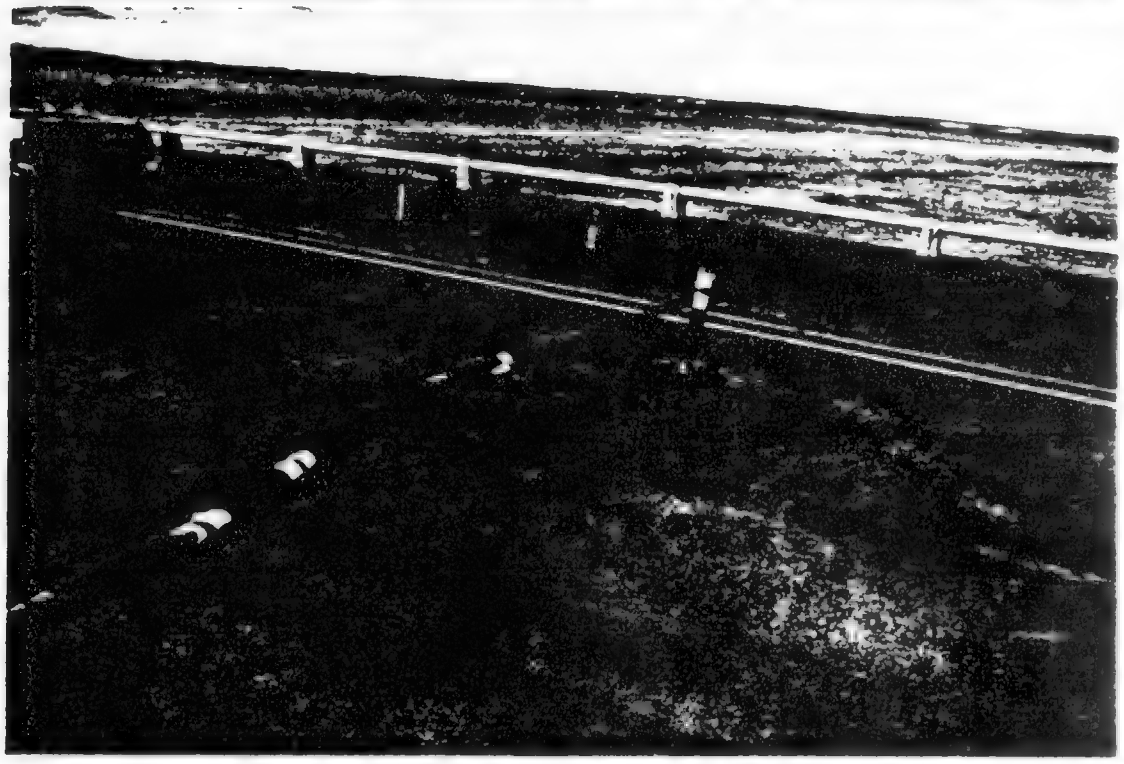
Wanke doesn't want flagmen, not only because of the added expense and inconvenience but also because flagging is dangerous. A flagwoman was killed during a construction project on the Sunset Highway last year, he noted.

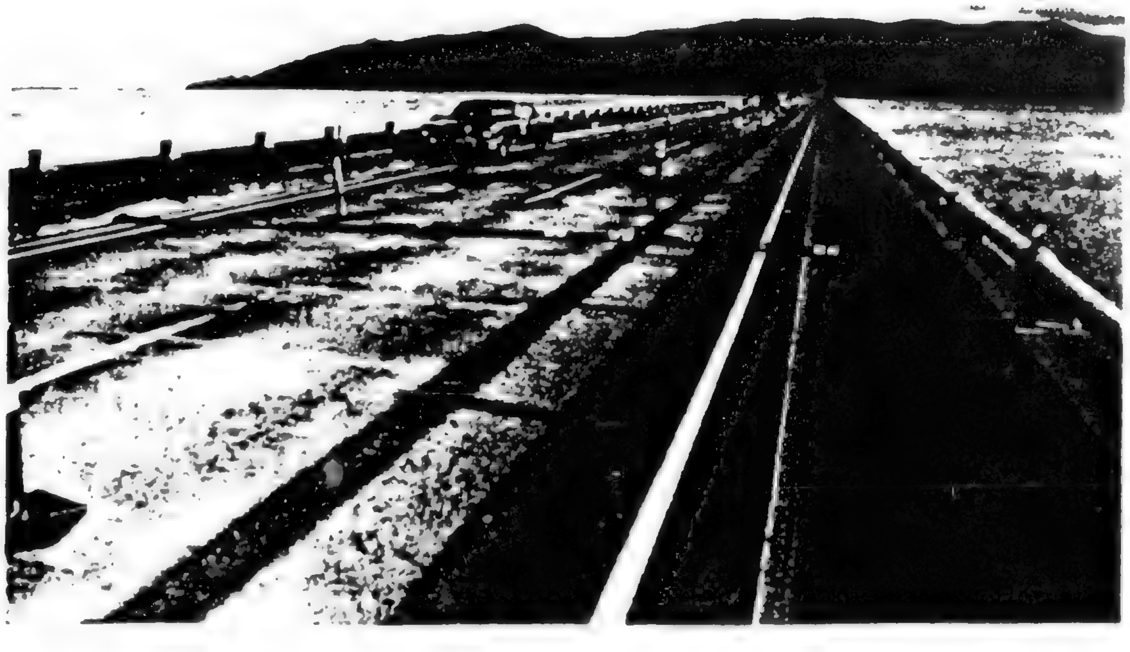
Local residents who frequently drive across the bridge don't appreciate how dangerous the construction area is, Wanke said. Before Abhe & Svoboda installed a speed bump to slow traffic, "we were losing anywhere from three to five mirrors a day" that were knocked off the side of vehicles. Wednesday, a state inspector ordered the speed bump removed because the contractor had no legal authority to install it. Wanke hoped that authority would be granted in the next few days.

"It's really amazing that nobody's been hurt out there yet." Construction, which began in May, is expected to finish by October, weather permitting, Wanke said.

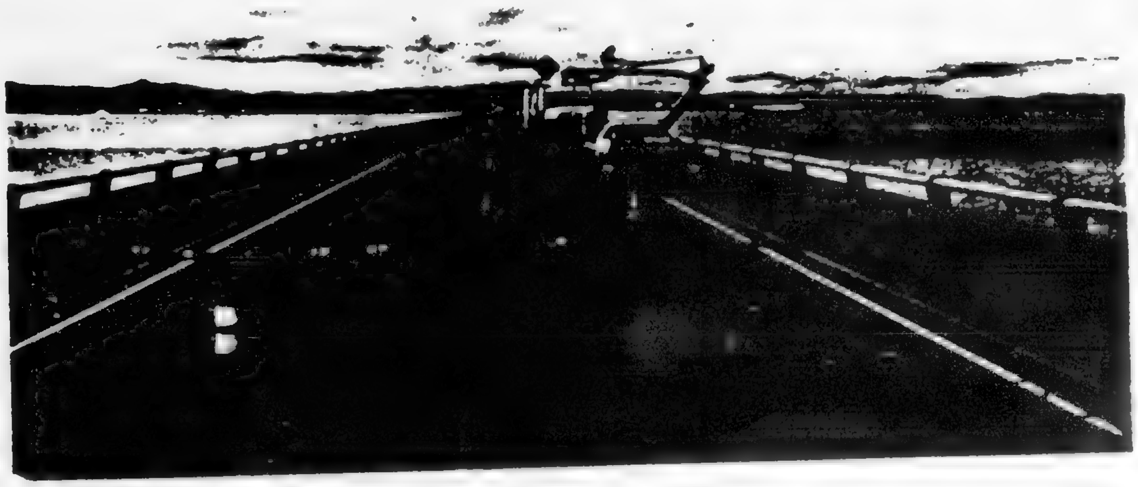
6-13-84





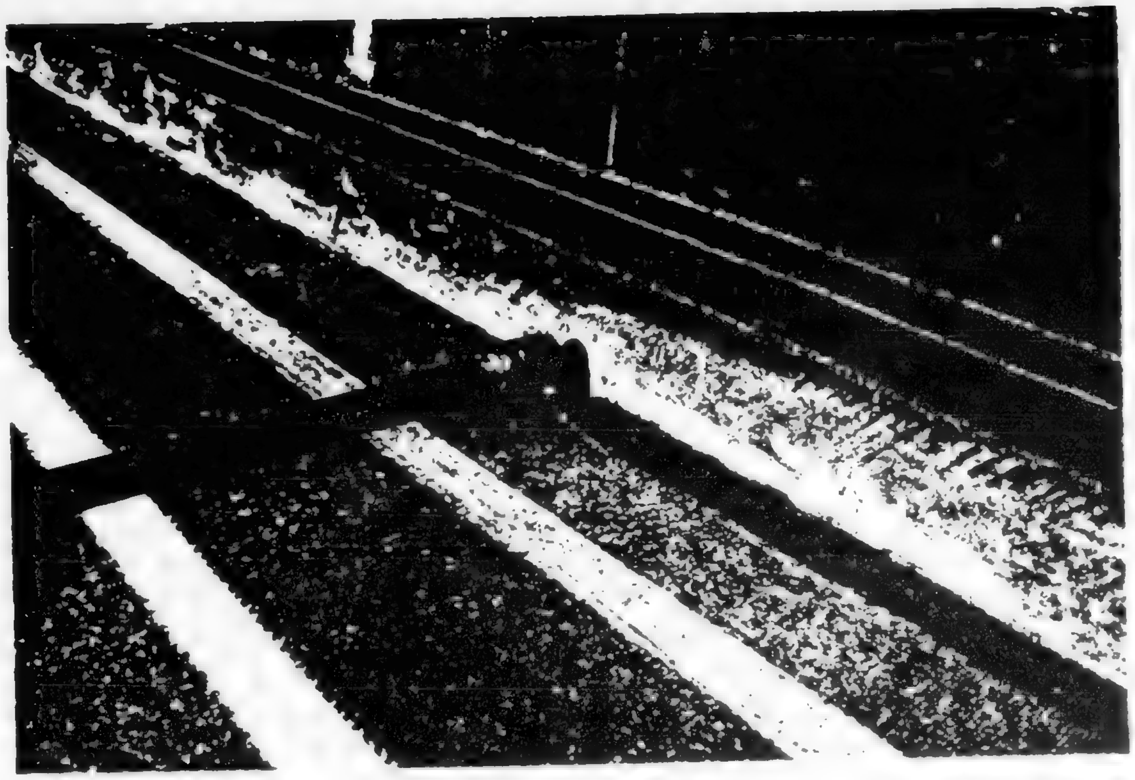


6-15-84



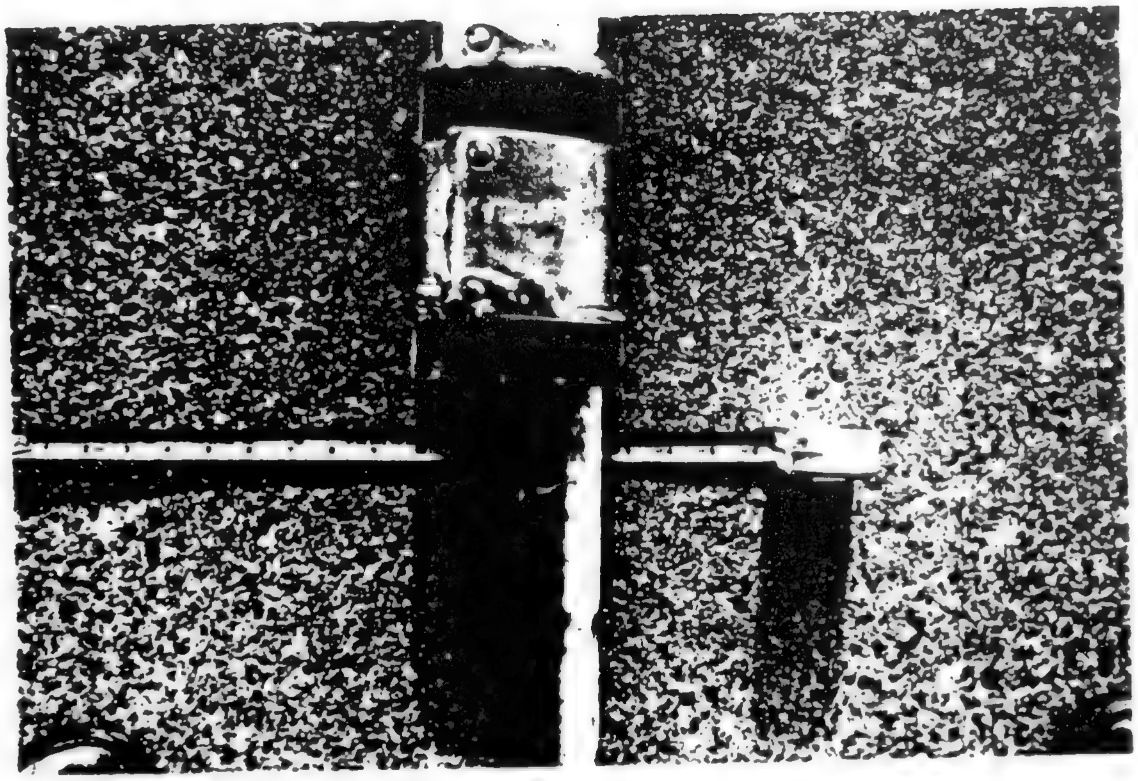
Two-Way speed bump sign mounted on a snooper crane truck

Anchor for speed bump



6-15-84

Anchor for speed bump



1½ blast box with 4" traffic cone tubes

January 31, 1984

CON 5

#9738

Abhe & Svoboda, Inc.
P. O. Box 251
Prior Lake, MN 55372

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

> Contract No. 9738 for concrete sealing on the Columbia River (Astoria) Bridge Section of the Oregon Coast Highway in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc
Enclosure

cc: Fidelity & Deposit Company of Maryland
500 N.E. Multnomah, Suite 1201
Portland, OR 97232

Fidelity & Deposit Company of Maryland
P. O. Box 1227
Baltimore, MD 20203

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
C. O. Fredrickson (contract signature pages attached)
Chet Anderson

ABHE & SVOBODA, INC.
AN EQUAL OPPORTUNITY EMPLOYER
WATER'S EDGE OFFICE PLAZA
POST OFFICE BOX 251
PRIOR LAKE, MN 55372

(612) 447-5760

19 December 1983

Mr. Robert Gormsen
121 Transportation Building
Salem, Oregon 97310

Reference: Columbia River (Astoria) Bridge Project, Oregon Coast, Clatsop County
Concrete Sealing Project #9738
Bid December 15, 1983

Dear Mr. Gormsen:

We were the low bidder on the above project at the Oregon Highway letting of December 15, 1983. A requirement of the project is that two per cent (2%) of the above project be tendered to a Disadvantaged Business Enterprise. Since our bid totalled $618,310.00, our goal is a total of $12,366.20.

We expect to do all of the sandblasting and painting on this project with fully automatic equipment. However, we require some fabrication of trusses to support this automatic equipment. I have made arrangements to have Robert G. Earle Construction, Inc., P.O.Box 23639, Tigard, Oregon, 97223, to do this fabrication for me. I estimate that this fabrication will be approximately $15,000.00. If such fabrication does not cost enough to meet our Disadvantaged Business Enterprise Goal, however, I will purchase fuel and/or oils to ascertain that I meet the Goal from Reese's Oil Company, P.O.Box 17669, Portland, Oregon 97217.

Both of the above work items are included in Bid Item #6, Concrete Sealing, of our bid proposal.

If I can be of any further assistance, please don't hesitate to contact me at the above address and telephone number.

Sincerely,

Gail Svoboda, President

RECEIVED
DEC 21 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

9732

JOHN SPELLMAN
Governor

DUANE BERENTSON
Secretary

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
Office of District Administrator • 4200 Main Street, P.O Box 1709 • Vancouver, Washington 98668

17 January 1984

Mr. Robert W. Gormsen
Commission Services
Transportation Building
Salem, Oregon 97310

SR-101 - Astoria-Megler Bridge
MS 0763 - 0764

Dear Mr. Gormsen:

We have reviewed the bid proposals for the Columbia River (Astoria) Bridge project and the Columbia River Toll Plaza (Astoria) project and concur with your recommendation to award these contracts to Abhe & Svoboda, Inc. in the amount of $618,310 and Gervais Construction, Inc., in the amount of $392,491.

I apologize for my late response, however, we did not receive your letter with the proposals until January 13, 1984.

copy
#9739

Very truly yours,

ED W. FERGUSON, P.E.
District Administrator

Dale Heise
By: DALE HEISE, P.E.
Dist. Asst. Maintenance Engr.

EWF:lz
DH
cc: K. Kirkland
Records Control

1/23/84
cc Phil Stearns

RECEIVED
JAN 19 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

December 19, 1983

Mr. Dale Heise
Washington Department of Transportation
P. O. Box 1709
Vancouver, WA 98668

CON 4

Dear Mr. Heise:

Per our discussion, attached for your review are the three lowest responsive bid proposals for the Columbia River (Astoria) Bridge Project and for the Columbia River Toll Plaza (Astoria) Project on which bids were received December 15, 1983.

The State Highway Engineer is recommending that the projects be awarded pending DBE/WBE review to the following contractors:

Columbia River Bridge Section: Abhe & Svoboda, Inc., in the amount of $618,310.

Columbia River Toll Plaza (Astoria) Section: Gervais Construction, Inc., in the amount of $392,491.

It is my understanding that you will return written approval of the proposals within 10 calendar days.

If I can be of additional help, please let me know.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

FKN:dc

Atts. *

cc: Mr. Kenneth C. Kirkland
District Administrator
Washington Department of Transportation
P. O. Box 1709
Vancouver, WA 98668

bc: Phil Stearns

* Columbia River Bridge proposals:
Abhe & Svoboda, Inc.
J. L. Manta, Inc.
Eterna-Line Corporation

Columbia River Toll Plaza Proposal
Gervais Construction, Inc.
R. A. Hatch Co.
Columbia Pacific Construction Cc

4. WASHINGTON shall, following final contractor payment and receipt of all necessary invoices detailing the actual total costs incurred by OREGON on behalf of the project, forward to OREGON within a reasonable time any final balance due.

MUTUAL OBLIGATIONS

1. The cost of development and construction of the project shall be paid from State highway funds or other funds available to each State. Each State shall pay 50 percent of the cost for development and construction of the project, which cost is currently estimated to be a total of $600,000. All costs of the project shall be accumulated and computed according to the established procedures prevailing in the State of Oregon and all records shall be maintained for a period of three years following the date of final payment for audit by the State of Washington.

2. WASHINGTON shall have the right to review the three lowest responsive bid proposals for construction work and shall notify OREGON of its approval or rejection of the bid proposals within ten calendar days following receipt. No construction contract shall be awarded without the express written approval of both States.

3. OREGON and WASHINGTON, in consideration of the obligations contained herein and the mutual benefits which will accrue to the States, have deemed it mutually advantageous to share equally in the responsibility for and costs of preliminary engineering, plan preparation, construction and maintenance of the protective coating material.

4. OREGON and WASHINGTON mutually agree and understand that maintenance and repair of the protective coating material shall be performed by OREGON with the cost thereof shared equally by OREGON and WASHINGTON.

3. WASHINGTON shall, within a reasonable time following receipt of itemized statements from OREGON covering engineering costs and payment of contractor progress estimates, reimburse OREGON for the agreed 50 percent WASHINGTON share of said costs.

4. WASHINGTON shall, following final contractor payment and receipt of all necessary invoices detailing the actual total costs incurred by OREGON on behalf of the project, forward to OREGON within a reasonable time any final balance due.

MUTUAL OBLIGATIONS

1. The cost of development and construction of the project shall be paid from state highway funds or other funds available to each State. Each State shall pay 50 percent of the cost for development and construction of the project, which cost is currently estimated to be a total of $500,000. All costs of the project shall be accumulated and computed according to the established procedures prevailing in the State of Oregon and all records shall be maintained for a period of three years following the date of final payment for audit by the State of Washington.

2. WASHINGTON shall have the right to review the three lowest responsive bid proposals for construction work and shall notify OREGON of its approval or rejection of the bid proposals within ten calendar days following receipt. No construction contract shall be awarded without the express written approval of both States.

3. OREGON and WASHINGTON, in consideration of the obligations contained herein and the mutual benefits which will accrue to the States, have deemed it mutually advantageous to share equally in the responsibility for and costs of preliminary engineering, plan preparation, construction and maintenance of the toll collection facilities.

4. OREGON and WASHINGTON mutually agree and understand that maintenance and repair of the toll collection facilities shall be performed by OREGON with the cost thereof shared equally by OREGON and WASHINGTON.

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 3, 1983

IN REPLY REFER TO
FILE NO.: AGR 4

State of Washington
Department of Transportation
4200 Main Street
PO Box 1709
Vancouver, WA 98668

Attention: Kenneth C. Kirkland, P.E.
Management Services Engineer

Gentlemen or Ladies:

Attached for your files are fully executed copies of supplemental agreements numbers 3 and 4 for the Toll Booth and Seal Coat on the Astoria-Megler Bridge.

We are retaining fully executed copies of each of these supplemental agreements for the Transportation Commission's files.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

kjm

Attachment

✓bc: Gary Potter (agree. att.)

PROGRAM SECTION
[illegible] PROJECT UNIT S

MAN. ASST. PROGRAM UNIT
REFER TO Local Programs
FOR

Clatsop

November 2, 1983

PRO 6-2

Ed W. Ferguson, P.E.
District Administrator
4200 Main Street
P.O. Box 1709
Vancouver, Washington 98668

Attn: Kenneth C. Kirkland, P.E.

Dear Mr. Ferguson:

SUBJECT: SR 101, Astoria-Megler Bridge
Project 41186A, GC-1039B

Transmitted herewith are PS&E documents requested in your October 19 letter to Phillip O. Stearns.

The work will be performed by separate contracts under two projects as follows:

PROJECT	WORK
1) Columbia River (Astoria) Bridge	Concrete Sealing
2) Columbia River Toll Plaza (Astoria) Sec.	Grade, Pave & Toll Facility

Included are four sets of plans, one set of bid proposal, one set of special provisions and one detailed estimate for each project. Also, attached is the "Construction Expenditure Forecast" and "Cash Flow Prediction".

The ad will be published November 17 for bids to be received four weeks later on December 15. The fourth week is to allow the prospective contractors time to familiarize themselves with the projects prior to a prebid conference to be held December 1, as set forth in Section 102.05 of the special provisions.

Please call Steve Macnab at (503) 378-6385 if you have questions concerning the PS&E documents.

Very truly yours,

Gary A. Potter, Manager
Program Section

JLG:pf
Enclosure
cc: Steve Macnab
C. O. Fredrickson
Walt Hart
General Files

agreement Gov.
Contract -
3 low bids .
and recommendation that the concur
bids before Dec 22 nd
were received + request concurrence

Work Loan Person DALE HEISE -
4200 Main St .
Vancouver WA 98668 -
ATTN Booth -

KEN KIRKLAND

open 15th - 22nd

696 - ~~69~~ 6335 .

Job 1 . Mill 1 Building Plan.

Alvers + Hull
7940 - SE Division
Suite A .
Portland 97206

9738

P.

November 3, 1983

State of Washington
Department of Transportation
4200 Main Street
PO Box 1709
Vancouver, WA 98668

AGR 4

Attention: Kenneth C. Kirkland, P.E.
Management Services Engineer

MISC. CONTRACTS and
AGREEMENTS No. 2423

Gentlemen or Ladies:

Attached for your files are fully executed copies of supplemental agreements numbers 3 and 4 for the Toll Booth and Seal Coat on the Astoria-Megler Bridge.

We are retaining fully executed copies of each of these supplemental agreements for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm

Attachment

bc: Gary Potter (agree. att.)

JOHN SPELLMAN
Governor

DUANE BERENTSON
Secretary

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
Office of District Administrator • 4200 Main Street, P.O. Box 1709 • Vancouver, Washington 98668

October 19, 1983

Phillip O. Sterns
Federal Aid Specialist
2960 East State Street
Salem, OR 97310

SR 101, Astoria - Megler Bridge
Project 41186A, GC-1039B
Supplements 3 and 4

Dear Mr. Sterns:

By letter dated July 28, 1983 you transmitted agreements for work to be performed by Oregon on the Columbia River Bridge at Astoria and requested Washington's concurrence. Finally, these agreements have been executed on our behalf and I am sending them back for Oregon signatures.

By mutual execution, these documents constitute conceptual agreement to the scope of work to be performed and the cost sharing of expenditures to be incurred. Before advertisement for bids I will need copies of the PS&E's, including detailed engineers estimates, and approximately two weeks lead time to actually set up the funds for reimbursement. ✓

In addition, please provide your planned date for advertisement and an estimate of the expenditures by month for each contract required by the Washington State Department of Transportation cash flow forecasting system.

Please call me at (206) 696-6335 if you have any questions.

Very truly yours,

ED W. FERGUSON, P.E.
District Administrator

Kenneth C. Kirkland

By: KENNETH C. KIRKLAND, P.E.
Management Services Engineer

EWF:km
KCK
Attachments

cc: Tom McLain
Records Control

10-24-83 letter cy Region 2
Specs
Sollis

PROGRAM SECTION
MANAGER AK ✓ PROJECT UNIT ✓
OCT 24 1983
MAN. ASSIST. ______ PROGRAM UNIT ✓
REFER TO Mesner
FOR ______

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 2, 1983

In Reply Refer to File No.: PRO 62

Ed W. Ferguson, P.E.
District Administrator
4200 Main Street
P.O. Box 1709
Vancouver, Washington 98668

Attn: Kenneth C. Kirkland, P.E.

Dear Mr. Ferguson:

SUBJECT: SR 101, Astoria-Megler Bridge
Project 41186A, GC-1039B

Transmitted herewith are PS&E documents requested in your October 19 letter to Phillip O. Stearns.

The work will be performed by separate contracts under two projects as follows:

PROJECT	WORK
1) Columbia River (Astoria) Bridge	Concrete Sealing
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Please call Steve Macnab at (503) 378-6385 if you have questions concerning the PS&E documents.

Very truly yours,

Gary A. Potter, Manager
Program Section

JLG:pf
Enclosure
cc: Steve Macnab
C. O. Fredrickson
Walt Hart
General Files

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: June 13, 1983

In Reply Refer to
File No.
PLA

TO: Oregon Transportation Commission

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Federal Aid Primary Program
Finance Approval

On the consent calendar for the June 21 meeting will be a request to add a project for sealing the concrete on the Viaduct Portion of the Columbia River Bridge on the Oregon Coast Highway at Astoria. The concrete in the prestressed beams and the underside of the deck are experiencing an increase in chloride level due to its marine environment. A continuation of this increase will result in corrosion of the reinforcing and prestressing steel. If left unabated, this corrosion will result in a progressive deterioration with ultimate local failure of portions of the structure.

We propose to prevent the inclusion of chlorides into these portions of the bridge by sealing the concrete with an approved concrete sealer at an estimated cost of $600,000.

Funds are available for this project from the 1983 Primary Program. I recommend your approval.

This is the first phase of a two-phased effort on the Viaduct Portion of the Columbia River Bridge. There has been local deterioration of the concrete in the viaduct that must be repaired. The extent and method of the repairs are currently under study. This phase of the work will be the subject of a future request.

WJH:jrb st

bc Fred D. Miller
R. W. Gormsen
Robert N. Bothman
E. S. Hunter
W. E. Schwartz
Gary Potter
C. T. Keasey
W. J. Hart
C. O. Fredrickson
George Bell

:m 734-3122

STATE OF OREGON

HIGHWAY DIVISION

INTEROFFICE MEMO

RECEIVED
ASST STATE HWY ENGR
JUN 09 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

TO: Robert N. Bothman
Assistant State Highway Engineer

DATE: June 9, 1983

FROM: Gary A. Potter, Manager
Program Section
Gary

SUBJECT: Contract Schedule Committee

The following projects were recommended for the State Highway Engineer's consideration to send to the Oregon Transportation Commission for approval:

		CONTRACT DATE
1.	Undercrossing London Road Pacific Highway (I-5) Lane County	To Be Established
2.	Calapooya Creek Bridge Elkton-Sutherlin Highway Douglas County	August 1983
3.	Salt Creek Tunnel-Klamath County Line Willamette Highway Lane County	August 1983
4.	Winchuck River Bridge Oregon Coast Highway Curry County	August 1983
5.	Fremont Bridge Access Lighting and Minor Structural Modifications Stadium Freeway Multnomah County	To Be Established
6.	Columbia River (Astoria) Bridge Oregon Coast Highway Clatsop County	August 1983

Not approved for submittal to the Commission but placed in the pool for the Six Year Highway Improvement Program update was:

Staley Slide
Sunset Highway
Washington County

Attached are the suggested drafts for Mr. Coulter's consideration.

GAP:pf

81-125-1367

RES 5

STATE OF OREGON **INTEROFFICE MEMO**

RECEIVED
STATE HWY ENGR
MAY 11 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

TO: W. E. Schwartz, Asst. St. Hwy. Engr.
E. S. Hunter, Asst. St. Hwy. Engr.
R. N. Bothman, Asst. St. Hwy. Engr.

DATE: May ~~11~~ 12, 1983

FROM: Gordon
Gordon Beecroft
Research Engineer

SUBJECT: Chloride Ion Analysis
Columbia River Bridge at Astoria

The attached letter from Bill Quinn to Fred Lucht and the accompanying chloride ion test results indicate the likelihood the life of the Columbia River bridge at Astoria can be extended appreciably by applying an impermeable sealer to the concrete surfaces, providing the work is done promptly. The exact level of chloride content at which it becomes futile to attempt to protect a structure is not entirely agreed upon but the amount generally quoted as a maximum is 2.0 lb chloride ion per cu yd of concrete at the level of the reinforcing steel. In the Astoria bridge, the concrete from the surface to one inch in depth is frequently at or near the critical level but the values at the one inch to two inch depth exceeded 1.0 lb at only one site and were generally in the range of 0.3 to 0.4 lb chloride per cu yd of concrete.

If the visible damage on the structure is repaired and the intrusion of chloride ion is stopped in the near future, it is likely the structure can be preserved for many years. As you know, the reinforcement in the pretensioned, prestressed members is less tolerant of corrosion than conventional reinforcing steel. Also, because prestressed steel is more susceptible to hydrogen embrittlement than ordinary steel, development of practical impressed current cathodic protection systems are probably a number of years away for prestressed members.

Chuck Fredrickson and I initiated an NCHRP study which was eventually funded to develop cathodic protection systems and coatings for structural members other than the top surface of decks. The coatings phase was conducted by Wiss, Janney, Elstner and Associates and resulted in the recommendation of three outstanding coatings, each representing a different family of chemicals; one epoxy, one silane, and one methyl methacrylate. Since then, one additional product has been identified that was evaluated according to the same standards. Since an extreme range of protection was found during the study; from literally no protection to almost total protection, I recommend one of these four coatings be specified.

A second phase of the cathodic protection study is underway and I think good progress is being made.

The chloride tests indicate it is not too late to protect the Astoria bridge, but time is running out. As chloride contamination increases, the prospect for long-term preservation of the structure is reduced.

Cy Ed- I think we should seriously consider a contract to do this.
5/12

GB:dp
Att
cc: Walt Hart
Fred Lucht

81-125-1387

TECHNICAL SERVICES BRANCH RES 5

Walt Hart
Bridge Engineer

May 11, 1983

E. S. Hunter
Assistant State Highway Engineer

Chloride Ion Analysis
Columbia River Bridge at Astoria

You have a copy of the report on chloride ion analysis on the Columbia River Bridge at Astoria.

Please proceed to initiate a project for protection of the Astoria Bridge as soon as possible. By copy of this letter and the Beecroft report, I am asking Gary Potter to prepare a letter placing the project request for addition to the Six-Year Program on the June Commission meeting agenda.

In addition, you should initiate a chloride ion analysis on the remainder of the coastal bridges to determine if there are any which would benefit by application of a protection coating at this time.

ESH:ja

cc H. S. Coulter (enc.)
Pat Schwartz
Bob Bothman
Gary Potter "
Gordon Beecroft

Reg 2

STATE OF OREGON

INTEROFFICE MEMO

RES 5

TO: Fred Lucht
Regional Bridge Superintendent

DATE: April 27, 1983

W. J. Quinn

FROM: W. J. Quinn
Research Coordinator

SUBJECT: Chloride Ion Analysis
Columbia River Br. at Astoria

An analysis of the 212 chloride ion specimens taken from the Columbia River Bridge at Astoria was just completed and the results indicate the chloride ion penetration into the prestressed concrete beams to be moderate while the penetration into the bottom of the deck was slight. The maximum value of chloride contamination at the 0" to 1" depth was 2.3 lbs./c.y. of concrete and the maximum value at the 1" to 2" depth was 1.3 lbs./c.y. More typically the values at the 1" to 2" depth were only 0.3 to 0.4 lbs./c.y.

The test specimens were removed from three widely separated spans. In two spans, all four prestressed concrete beams were sampled and in one span only the two interior beams were tested. The chloride ion specimens were removed from both the bottom flange and web of the beams. The bottom of the deck was sampled in eight bays at approximately mid-span. There was good correlation of the chloride ion content at the various locations. The chloride ion content was generally higher in the bottom flange than in the web.

The first 24 specimens were split and analyzed by both Oregon and Washington. The results were very close in magnitude.

A summary of the maximum chloride ion concentrations is shown on the attached table. From these results it appears the useful life of the beams and deck can be greatly extended by the application of an effective concrete sealer. The sealers recommended for use are 1) Chem-Trete, 2) EA Sealer and EA Primer from Preco, 3) PE Penetrating Sealer 1854 from American Metaseal and 4) Hydrozo 600 from Hydrozo Coating.

An appropriate surface preparation will have to precede the application of the sealer.

WJQ:dp

Enc.

cc: Walt Hart

NOTED
ORDON W BEECROFT

2- 307

TABLE 1
Maximum Chloride Ion Contents
(lbs. CI/c.y. concrete)

	Bm 1	Bm 2	Bm 3	Bm 4
SPAN 41				
Bottom Flange				
0" - 1"	2.1	1.6	2.2	1.4
1" - 2"	0.2	0.1	0.4	0.2
Web				
0" - 1"	0.4	0.7	0.9	0.4
1" - 2"	0.3	0.1	0.1	0.1
Bottom of Deck				
0" - 1"	1.7			
1" - 2"	0.4			
SPAN 119				
Bottom Flange				
0" - 1"	1.4	2.0	1.6	0.8
1" - 2"	0.2	0.4	0.1	0.1
Web				
0" - 1"	0.6	1.0	0.7	0.5
1" - 2"	0.1	0.1	0.2	0.1
Bottom of Deck				
0" - 1"	1.1			
1" - 2"	0.4			
SPAN 84				
Bottom Flange				
0" - 1"	-	2.3	1.9	-
1" - 2"	-	0.2	0.5	-
Web				
0" - 1"	-	1.6	1.8	-
1" - 2"	-	0.2	1.3	-
Bottom of Deck				
0" - 1"	1.1			
1" - 2"	0.1			

RES 7

STATE OF OREGON Quinn → 8-2-2-18
Highway Division

INTEROFFICE MEMO

TO: Memo to the File

DATE: February 17, 1983

William J Quinn

FROM: William J. Quinn
Research Coordinator

SUBJECT: Columbia River Bridge at Astoria

RECEIVED STATE HWY ENGR
MAR 2 '83
REFER TO Schwartz
FOR
File
Act
Sign
D/R
R/D
Inves
Info

On February 15, 1983, an inspection of the prestressed concrete beams and the paint system was made on subject bridge by engineers from the Washington State and Oregon State highway departments. Those participating in the inspection are listed on the attached sheet. The purpose of the inspection and meeting that followed was to acquaint the Washington engineers with the corrosion problems that Fred Lucht mentioned in his report. The Washington highway department is preparing a response to Fred's report.

The inspection which was conducted from a boat lasted only 1-1/2 hours due to rough waters and poor weather conditions.

The major defects observed in the prestressed concrete beams consisted of (1) rust stained and spalled concrete (2) exposed and rusting stirrups, (3) cracked and spalled beam ends near the bearings, (4) cracked and spalled concrete plugs between beam ends and (5) cracked and spalled concrete patches.

The paint on the steel girders and trusses was in generally good condition although some rusting was observed.

At the conclusion of the inspection, a meeting was held in Eldon Everton's office. From their remarks, the Washington engineers were alarmed at the extent of the corrosion and concrete deterioration that they observed. Some of their comments were about methods to replace the beams with broken strands in the near future while other talk was about beam repairs. All agreed that a concrete sealer should be applied if the chloride ion content at the rebar depth was not too great.

The meeting ended with an agreement to perform the following work in order to plan a repair program:

(1) Additional chloride ion sampling will be performed during the week of February 21 to determine present concentrations. Two spans will be tested extensively and samples will be removed at random from five other spans.

(2) Within a month, two beams will be opened to inspect the extent of corrosion at rusting stirrups and to determine how it is affecting the prestressing strands.

Mon, Tues, Wed
next week

Pat — Keep track of this problem and proper solution — Would it qualify for HBR Funds?

3/7/83 - Discussed w/Litchfield. Advised him to keep this office posted on what inspections disclose, what repairs are indicated, & how they propose to accomplish repairs. We are interested in contracting using HBR funding if possible.

NOTED
H. S. COULTER

NOTED
H. S. COULTER

NOTED
W. E. SCHWARTZ

NOTED
ROBERT N. BOTHMAN

RECEIVED ASST STATE HWY ENGR
FEB 18 '83
REFER TO
FOR
File
Act
Sign
D/R
R/D
Inves
Info

cc Coulter
Hunter
Schwartz
3-2-83

125-1387

It is my opinion that repairs to the prestressed concrete beams should begin as soon as possible. If the chloride ion concentrations are below 1.5 lb/cu yd concrete at the 1 to 2 inch depth, a concrete sealer should be applied after the repairs are made. The repairs will consist of patching spalled concrete with a nonconductive concrete system, rebuilding damaged beam seats and replacing deteriorated concrete plugs between beam ends. If prestressing strand loss is found to be excessive, repair techniques found in NCHRP Report 226 should be considered.

WJQ:pb

cc w/att: R. N. Bothman
C. O. Fredrickson
W. J. Hart
Fred Lucht

1983 Columbia River Toll Plaza 9739
(Astoria) Sec. Oregon Coast Hwy.
(Grading, paving & toll facilities)

9737

✓

May 5, 1986

CON 5 - #9739

Safeco Insurance Co. of America
4101 S.W. Kruse Way
Lake Oswego, OR 97034

Contract No. 9739 awarded to Gervais Construction, Inc. for work on the Columbia River Toll Plaza (Astoria) Section of the Oregon Coast Highway in Clatsop County was completed on January 7, 1986, and accepted by the State Highway Division on April 24, 1986.

Final payment in the amount of $3,856.19 will be released to the contractor after May 12, 1986. The total contract amount is $396,183.02 including $4,202.65 for work performed under force account.

You have been advised previously that claims have been filed against the performance bond on this contract, which have been paid.

Robert W. Gormsen
COMMISSION SERVICES

cgc

cc: Gervais Construction, Inc.
5030 Rockdale
Brooks, OR 97305

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog Attn: Frank Griffin
Bill Anhorn

December 24, 1985

Gervais Construction Co., Inc.
P. O. Box 9130
Brooks, OR 97305

CON 5

Re: Time Extension Request
Columbia River Toll Plaza (Astoria)
Contract No. 9739

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time adjustment of an additional 23 calendar days is granted due to delays in obtaining the toll booths from Porta-King.

This will eliminate all liquidated damages under this contract.

W. E. Schwartz, P.E.
Ass't. State Highway Engineer

WES:OBJ:mk

bc: C. O. Fredrickson
William Anhorn w/att.
H. Hicks w/att.
Bruce Walton

TE/243

STATE OF OREGON

INTEROFFICE MEMO

TO: O.B. Jackmond
CONTRACT ADMINISTRATION ENGINEER

DATE: November 27, 1985

SUBJECT: Columbia River Toll Plaza (Astoria)
Contract No. 9739
Time Extension Request

Attached is a Contractor's Request for Adjustment of Contract Time from Gervais Construction, Inc. Also attached is the Project Manager, Hobert Hicks', analysis of the request.

Presently there are 23 days of liquidated damages on this contract. A very significant part of the delay is due to the Porta-King toll booths. The contractor, Gervais Construction, insists that the Project Manager, Chet Anderson, and other Highway Division personnel stated that the Division wanted only Porta-King toll booths. Our research turned up nothing in writing to support this; however, we found that our personnel "couldn't remember" if they had specified Porta-King or not.

I do not believe we can disprove the Gervais Construction allegation that the Division specified only Porta-King toll booths; and in so specifying a specialty item, took supply out of the province of the contractor and beyond his control. Gervais Construction requests 30 days for this.

I feel it is reasonable to allow an adjustment of 23 calendar days, which would remove all liquidated damages from the contract. I recommend your concurrence.

Ken Husby
Kenneth E. Husby
REGION CONSTRUCTION ENGINEER

12-20-85
W. E. Schwartz -
I concur with Region and recommend a 23 C.D. time extension.
O. B. Jackmond

KEH/kjp

Attachment

1126K4

CE__ CAE__ RECEIVED LS__ TC__
COE__ OM__ SA__ CC__
OE__ DEC 2 1985 FE__ CP__
CA__ POC__
CAM__ CONSTRUCTION OCS__
ELO__ SECTION FILE__

N

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: COLUMBIA RIVER TOLL PLAZA (ASTORIA)

WEEK ENDING: AUGUST,10,1985

SECTION PREFIX: C09739/001

HIGHWAY: OREGON COAST

COUNTY: CLATSOP

NAME OF JOB: COLUMBIA RIVER TOLL PLAZA

KIND OF WORK: GRADING, PAVING, AND TOLL FACILITY

CONTRACTOR: GERVAIS CONSTRUCTION. INC

CONTRACT NUMBER: 9739

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: DECEMBER 22, 1983

DATE WORK STARTED: JANUARY 16, 1984

ESTIMATED COMPLETION DATE: JUNE 30, 1985

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS:

CALENDAR DAYS USED:

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 107

PROJECT AUTHORIZATION: $ 684,257.29

EXCLUSIVE OF ENGINEERING: $ 584,257.29

ENGINEERING AUTHORIZATION: $ 100,00.00

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 88

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 565,389.36

ENGINEERING COST TO DATE: $ 107197.51

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 88

ESTIMATED PERCENT: OVERRUN / UNDERRUN: 3 %

PERCENT OF AUTHORIZATION: 107 %

DATE PROJECT WAS COMPLETED: may,23 1985

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
1.00	100	100	100	100	100	100	

	grading	aggr base	mat'l sctb/ atb	pcc pvm't	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,110 cy	270 TON	490 TON	750 sq yd	910 TON
TOTAL QUANTITIES CORRECTED TO DATE	1,056 cy	383 TON	375 TON	764 sq yd	665 TON
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		383 TON	373 TON	764 sq yd	665 TON
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

None

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	Signing	Illumin	Bldgs	Ret Wall				
PERCENT	100	100	100	100				

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 4				
MONDAY 5				
TUESDAY 6				
WEDNESDAY 7				
THURSDAY 8				
FRIDAY 9				
SATURDAY 10				

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 4	No activity
MONDAY 5	Placed asphalt over worked area where drainage inlet & 12in. pipe was installed by extra work order.
TUESDAY 6	No activity
WEDNESDAY 7	No activity
THURSDAY 8	No activity
FRIDAY 9	No activity
SATURDAY 10	No activity

REMARKS

SUMMARY OF THIS WEEKS ACTIVITEIS:
Placed asphalt over the worked area by extra work order

ANTICIPATED WORK ACTIVITES FOR NEXT WEEK:
The project is completed. This is the last weekly report.

SUMMARY OF UNDERRUNS OR OVERRUNS:
No change in report since last report.

** Contract items are 100% conplete,

SIGNED
Hobert O, Hicks
LOCATION Astoria

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No
CON 5

DATE: January 9, 1985

TO: Oregon Transportation Commission

FROM: H. S. Coulter, P.E., P.L.S.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Columbia River Toll Plaza (Astoria) Section
Oregon Coast Highway, Clatsop County
Contract No. 9739

This State project is approximately 65 percent finished with completion anticipated in June, 1985, and it now appears that the final cost will exceed the project authorization by $47,000 or seven percent. The authorization was previously increased by action at the meeting of July 31, 1984, on the basis of additional wiring work and electronic equipment costs.

The current overrun is caused by the addition of traffic control gates and a number of miscellaneous minor items of extra work deemed necessary for the proper operation of the facility. These items, together with additional flagging required for the safety and protection of traffic and of the workers, have added approximately $29,000 to the cost of the project.

The balance of the overrun is due to increased construction engineering costs necessary to properly inspect, monitor and document the added work. These increased costs are partially offset by liquidated damages assessed against the contractor.

Costs of this project are being shared by the State of Washington. Concurrence in this request has been received from their District Administrator.

There are sufficient funds available in the category of work. There is no federal participation involved.

I recommend that the authorization be increased by $47,000.00 to a new total of $684,257.29. This matter will be on the consent calendar for the January 22 meeting.

bc: Fred Miller, V. E. Skoog, R. W. Gormsen, W. G. Anhorn, C. O. Fredrickson, George Bell

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO
FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: January 9, 1985

O-B-Jackmond

FROM: O. B. Jackmond
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Columbia River Toll Plaza (Astoria) Section
Oregon Coast Highway, Clatsop County
Contract No. 9739

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Costs of this project are being shared by the State of Washington. Concurrence in this request has been received from their District Administrator.

There are sufficient funds available in the category of work. There is no federal participation involved.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $47,000.00. Also Attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:mk

Attach.

cc: William Anhorn
B. M. Walton
Chet Anderson
W. F. Cobine

RECEIVED
STAT HWY ENG

JAN 10 '85

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTED
W. E. SCHWARTZ

81-125-1387

VALLEY RENTALS, INC.
1002 TENNANT WAY • LONGVIEW, WASHINGTON 98632 • PHONE (206) 425-2350

#9739

MEMO-LETTER

TO State Of Oregon
Department of Transportation
Salem, Oregon 97310

DATE 11-19-84

SUBJECT Invoice # 36875

Dear Sir; Gervais Construction is again doing business with Valley Rentals, Inc. We are making your department aware as we needed your assistance in the past with collecting our monies. A copy of their outstanding invoice is attached. Gervais Construction is current with us at this time.

Sincerely,

Sherry Denny

Sherry Denny
Accounts Receivable

11/26/84
Bob G. said to file only as this is not a claim only notification that they are doing business with them.

RECEIVED
NOV 20 [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Form ML4 N72 The Drawing Board, Inc. Box 505 Dallas, Texas

CONTRACTORS EQUIPMENT
POWER TOOLS
TRUCKS
TRUCK CRANES
DOZERS - LOADERS - BACKHOES
COMPRESSORS - AIR TOOLS
FORKLIFTS - SCAFFOLDING

MON. - FRI.
7:30 TO 5:30

SATURDAY
TILL NOON

Valley RENTALS • INC.

(206) 425-2350
1002 TENNANT WAY LONGVIEW, WA. 98632

AGREEMENT NUMBER
36875

P O NUMBER

JOB NUMBER Astoria Toll Plaza 598
State of Oregon

TIME IN 9.7 Nov 2
TIME OUT 7.5 Oct 29
TIME DUE IN

QTY.	RENTAL ITEM	CUSTOMER
1	7029 CASE LDR/HOE UNIT#	NAME Gervais Constr
	DAY WK MO	ADD. PO Box 9031
	8HR 40HR 176HR	Brooks ZIP Oregon
	160 650 1775	PHONE
	BUCKETS / 12-24-30-36 12/DAY	
	PLUS DEL. AND FUEL	FOR BANKCARD CASH DEP.
1	Hydra Hammer - 127 ea Day	

CHARGES	
DEPOSIT CA ☐ CK ☐	
TOTAL RENT	480.00
Hammer Rent ~~MERCHANDISE~~	381.00
DELIVERY	
CLEANING CGE.	
FUEL 11.2 gal	13 40
MILEAGE	
Bits	70.00
SUB TOTAL	
SALES TAX	one
TOTAL	944.40

PHONE NUMBER 393-0757	CASH ☐
DRIVER'S LICENSE No	CHRG ☐
CAR LICENSE No	PAID ☐

HOUR METER
IN 811.2
OUT 787.2
TOTAL 24.0

MATERIAL
CHISELS @
2 POINTS @ 35.00
SPADES @

MILEAGE
IN
OUT Both Bits used
TOTAL

DELIVERY
W/C P/M - 10/27/84
3:00 P/M

ORDERED BY Charlie Yankus

CONDITIONS UNDER WHICH TOOLS AND OTHER EQUIPMENT ARE RENTED-

WARNING. Failure to promptly return rented property may result in criminal prosecution for a gross misdemeanor

RENTAL RATES are based on one eight hour shift per day Additional shifts will be charged at 50% of the base rental rate, except tractors No option to purchase is contained herein

TRANSPORTATION CHARGES and full responsibility for equipment from time same leaves Lessor's premises until returned, is assumed by Lessee

DISCLAIMER OF WARRANTY THERE ARE NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE Description is for identification only Lessor's liability is limited to repair of any defects in equipment which Lessor determines was defective under normal use In no event shall Lessor's liability exceed the rental paid. Lessor will not be liable for direct, indirect, special, consequential or commercial damages nor for injuries to persons or property The foregoing shall be Lessee's sole and exclusive remedy

All tools and other equipment are used at lessee's risk Conditions which prevent satisfactory operation of equipment do not relieve lessee of his responsibility for rental charges

Lessee assumes all responsibility for equipment while out of possession of lessor, and promises to return such equipment to lessor in as good condition as it was at the effective date of the lease Lessee shall be liable for any loss, theft, damage or destruction of the above leased property and to indemnify and save harmless lessor from any liability resulting from the use of said articles

All equipment lost or damaged beyond repair will be paid for by the lessee at the regular replacement price and all damaged equipment which may be repaired will be repaired by the lessor on return thereof and the cost of such repairs shall be paid by the lessee Accrued rental charges can not be applied against the purchase price or cost of repairs of such damaged or lost equipment All cartage charges must be borne by lessee

Scheduled rental rates begin when equipment leaves our store and continue until returned thereto **A cleaning charge will be made on items returned unclean.**

TERMS

2% 10TH NET 11TH CLOSING DATE 25 OF MONTH ACCOUNTS ARE DUE AND PAYABLE 10TH OF MONTH FOLLOWING PURCHASE FINANCE CHARGE OF 1½% PER MONTH (18% ANNUAL PERCENTAGE RATE) OR MINIMUM $1.00 WHICHEVER IS GREATER WILL BE ADDED AT CLOSING DATE ON UNPAID BALANCE DISCOUNT DOES NOT APPLY TO MACHINERY PURCHASES

Lessee Signature

EACH AND EVERY PARTY SIGNING THIS AGREEMENT HEREBY AGREES THAT ALL CHARGES FOR RENTAL DAMAGE CLEANING OR MATERIAL WILL BE PAID AND THAT ALL COLLECTION FEES, ATTORNEYS FEES, COURT COST OR ANY EXPENSE INVOLVED IN THE COLLECTION OF THESE CHARGES WILL BE BORNE BY THE LESSEE AND THAT IN THE EVENT A SUIT IS BROUGHT TO ENFORCE ANY TERMS OF THIS CONTRACT, LESSEE AGREES THAT AT THE OPTION OF THE LESSOR THE VENUE OF SAID SUIT WILL BE LAID IN COWLITZ COUNTY WASHINGTON

ORIGINAL 11-8

DATE: July 20, 1984

TO: Oregon Transportation Commission

CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Columbia River Toll Plaza (Astoria) Section
Oregon Coast Highway, Clatsop County
Contract No. 9739

This state financed toll facility improvement project is approximately 35 percent finished with completion anticipated in October, 1984. It now appears that the final cost will exceed the project authorization by $69,200 or 12.2 percent.

Three new solid-state electronic registers are to be installed by state forces in the new toll booths to replace the two mechanical registers currently in use. Funds were provided in the project authorization to furnish and install this equipment, but the amount provided was based on incomplete information. The actual cost of the installation, including the training of persons to operate and maintain the equipment, exceed the amount provided by more than $24,900.

The cost of electrical wiring work to be done in and under the state office building, and to install miscellaneous wiring in contractor-installed conduits, was anticipated in the project authorization. The amount required was underestimated, however, and the actual costs of this work are expected to add approximately $9,000 to the cost of the project. Additions and variations of this nature are typical on contracts involving building construction work.

Construction engineering costs are expected to increase proportionately in order to properly monitor, inspect and document the added work.

Costs on this project are being shared by the State of Washington. Concurrence of their District Administrator has been received.

There are sufficient funds available in the category of work. No federal participation is involved.

I recommend that the authorization be increased by $69,200 to a new total of $637,257.29. This matter will be on the consent calendar for the July 31 meeting.

HHP:mk sl

bc Fred D. Miller
R. W. Gormsen
C. O. Fredrickson
V. E. Skoog
D. O. Christensen
George Bell

STATE OF OREGON

INTEROFFICE MEMO

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: July 19, 1984

FROM: O. B. Jackmond
O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT:
Request for Increase in Project Authorization
Columbia River Toll Plaza (Astoria) Section
Oregon Coast Highway, Clatsop County
Contract No. 9739

This state financed toll facility improvement project is approximately 35 percent finished with completion anticipated in October, 1984. It now appears that the final cost will exceed the project authorization by $69,200.00 or 12.2 percent.

Three new solid-state electronic registers are to be installed by state forces in the new toll booths to replace the two mechanical registers currently in use. Funds were provided in the project authorization to furnish and install this equipment, but the amount provided was based on incomplete information. The actual cost of the installation, including the training of persons to operate and to maintain the equipment, exceed the amount provided by more than $24,900.00.

The cost of electrical wiring work to be done in and under the state office building, and to install miscellaneous wiring in contractor-installed conduits, was anticipated in the project authorization. The amount required was underestimated, however, and the actual costs of this work are expected to exceed the authorized amount by nearly $21,900.00. The work is necessary for the proper functioning of the improvement.

Minor variations in quantities of bid items and various alterations required to complete the contract are expected to add approximately $9,000.00 to the cost of the project. Additions and variations of this nature are typical on contracts involving building construction work.

Construction engineering costs are expected to increase proportimately in order to properly monitor, inspect and document the added work.

Costs on this project are being shared by the State of Washington. Concurrence of their District Administrator has been received.

There are sufficient funds available in the category of work. No federal participation is involved.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $69,200.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

Attach.

cc: D. O. Christensen
W. F. Cobine
B. M. Walton
C. A. Anderson

Contains Recycled Materials

9739

t

July 11, 1984

Miller, Nash, Wiener, Hager & Carlsen
111 SW Fifth Avenue
Portland, OR 97204-3699

CON 5
#9739

Attention: Louis G. Henry

Gentlemen or Ladies:

Thank you for your letter of July 6, 1984, informing us that Grand Metal Products Corporation has been paid.

This was in connection with a claim filed against Gervais Construction, Inc., on Contract No. 9739 for the Columbia River Toll Plaza (Astoria) Project.

We will note this release of claim in our files and notify the contractor and his surety.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: Gervais Construction, Inc.
5030 Rockdale
Brooks, OR 97305

Safeco Insurance Co. of America
4101 SW Kruse Way
Lake Oswego, OR 97034

FKN:kjm

NOTED ON CARD
7-11-84 Kjm

MILLER, NASH, WIENER, HAGER & CARLSEN
ATTORNEYS AND COUNSELORS AT LAW
111 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-3699

ROBERT S. MILLER
FRANK E. NASH
NORMAN J. WIENER
ORVAL O. HAGER
CLIFFORD N. CARLSEN, JR.
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
MARK C. McCLANAHAN
DONALD R. HOLMAN
KENNETH W. HERGENHAN
WILLIAM B. CROW
HARVEY C. BARRAGAR
GERALD A. FROESE
CONRAD L. MOORE
DEAN D. DeCHAINE
R. ALAN WIGHT
DAVID W. MORTHLAND
DOUGLAS M. RAGEN

J. FRANKLIN CABLE
RICHARD A. EDWARDS
DAVID M. MUNRO
JOHN R. BAKKENSEN
LOUIS B. LIVINGSTON
G. TODD NORVELL
PETER C. RICHTER
DONALD A. BURNS
RICHARD A. CANADAY
RICHARD A. CANTLIN
M. CHRISTIE HELMER
GRAHAM M. HICKS
DAVID C. CULPEPPER
JAMES N. WESTWOOD
J. BARRETT MARKS
DENNIS P. RAWLINSON
DONNA M. CAMERON
JOHN J. DeMOTT
BRUCE A. RUBIN

TELEPHONE (503) 224-5858

TELEX 364462 KINGMAR PTL

COUNSEL
JOHN W. OSBURN

OF COUNSEL
GRANT T. ANDERSON
FREDRIC A. YERKE

THOMAS C. SAND
MICHAEL E. ARTHUR
JOHN A. LUSKY
STEVEN O. ROSEN
EVERETT R. MORELAND
JOHN F. NEUPERT
MARY ANN FRANTZ
DONALD P. BOURGEOIS
BRIAN B. DOHERTY
KEVIN D. PADRICK
JEFFREY J. DRUCKMAN
JANETTE M. AALBREGTSE
JEFFREY C. THEDE
RANDEE G. FENNER
JOHN F. PURCELL
RECE BLY
DAVID W. BROWN
JEFFREY B. MILLNER
D. CRAIG MIKKELSEN
P. CONOVER MICKIEWICZ

JONATHON L. GOODLING
DAVID W. HERCHER
LOUIS G. HENRY
VALERIE VETTERICK
JANET C. HANSON
KURT A. KRIEGER
JAMES F. DULCICH
WILLIAM H. WALTERS
MARK A. ANDERSON
MELINDA S. EDEN
PAUL A. PAVLICH
GREGORY A. CHAIMOV
MARGARET FIORINO
LINDA L. MARSHALL
W. WELLS TALMADGE
JEFFREY D. AUSTIN
ERICH W. MERRILL, JR.
REBECCA S. WILSON
FRED L. KOPATICH

July 6, 1984

State of Oregon
Highway Division
Room 121, Transportation Building
Salem, Oregon 97310

Attention: Robert Gormsen

Subject: Claim of Grand Metal Products Corporation in connection with construction on Columbia River Toll Plaza (Astoria)

Gentlemen:

Grand Metal Products Corporation has been paid the full amount owed it on this project. Accordingly, please release the notice of claim which was filed with you on June 28, 1984.

Very truly yours,

Louis G. Henry

Louis G. Henry

cc: Gervais Construction Company
Safeco Insurance Company of America

RECEIVED
JUL 10 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 84-114 9731

A

✓bc: Secretary of State: Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

STATE OF OREGON 1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JUL 12 1984
NORMA PAULUS
SECRETARY OF STATE

July 10, 1984

IN REPLY REFER TO FILE NO.:
CON 5
#9739

Miller, Nash, Wiener, Hager & Carlsen
Attorneys at Law
111 SW Fifth Avenue
Portland, OR 97204-3699

Attention: Louis G. Henry

Gentlemen or Ladies:

This will acknowledge your letter of June 14, 1984, with attached Notice of Claim, on behalf of Grand Metal Products Corporation concerning the following Highway Division contract:

FILED BY:	Grand Metal Products Corporation
AMOUNT:	$956
FOR:	Material
AGAINST (Prime contractor)	Gervais Construction, Inc.
CONTRACT NO.:	9739
PROJECT:	Columbia River Toll Plaza (Astoria) Project, Clatsop County
SURETY:	Safeco Insurance Co. of America
AGENT:	KL & K Associates, Inc.

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid. We are enclosing your post card with our filing date.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

NOTED ON CARD
7-20-84

Encl.

cc: Gervais Construction, Inc.
5030 Rockdale
Brooks, OR 97305

Safeco Insurance Co. of America
4101 SW Kruse Way
Lake Oswego, OR 97034

MILLER, NASH, WIENER, HAGER & CARLSEN
ATTORNEYS AND COUNSELORS AT LAW
111 S. W. FIFTH AVENUE
PORTLAND, OREGON 97204-3699

ROBERT S. MILLER
FRANK E. NASH
NORMAN J. WIENER
ORVAL O. HAGER
CLIFFORD N. CARLSEN, JR.
JOHN W. HILL
CURTIS W. CUTSFORTH
MAURICE O. GEORGES
MARK C. McCLANAHAN
DONALD R. HOLMAN
KENNETH W. HERGENHAN
WILLIAM B. CROW
HARVEY C. BARRAGAR
GERALD A. FROEBE
CONRAD L. MOORE
DEAN D. DeCHAINE
R. ALAN WIGHT
DAVID W. MORTHLAND
DOUGLAS M. RAGEN

J. FRANKLIN CABLE
RICHARD A. EDWARDS
DAVID M. MUNRO
JOHN R. BAKKENSEN
LOUIS B. LIVINGSTON
G. TODD NORVELL
PETER C. RICHTER
DONALD A. BURNS
RICHARD A. CANADAY
RICHARD A. CANTLIN
M. CHRISTIE HELMER
GRAHAM M. HICKS
DAVID C. CULPEPPER
JAMES N. WESTWOOD
J. BARRETT MARKS
DENNIS P. RAWLINSON
DONNA M. CAMERON
JOHN J. DeMOTT
BRUCE A. RUBIN

TELEPHONE (503) 224-5858
TELEX 364462 KINGMAR PTL

COUNSEL
JOHN W. OSBURN

OF COUNSEL
GRANT T. ANDERSON
FREDRIC A. YERKE

THOMAS C. SAND
MICHAEL E. ARTHUR
JOHN A. LUSKY
STEVEN O. ROSEN
EVERETT R. MORELAND
JOHN F. NEUPERT
MARY ANN FRANTZ
DONALD P. BOURGEOIS
BRIAN B. DOHERTY
KEVIN D. PADRICK
JEFFREY J. DRUCKMAN
JANETTE M. AALBREGTSE
JEFFREY C. THEDE
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W. WELLS TALMADGE
JEFFREY D. AUSTIN
ERICH W. MERRILL, JR.
REBECCA S. WILSON
FRED L. KOPATICH

June 14, 1984

State of Oregon
Highway Division
Room 121, Transportation Building
Salem, Oregon 97310

Attention: Robert Gormsen

Subject: Claim of Grand Metal Products
Corporation in connection with
construction on Columbia River Toll
Plaza (Astoria)
Contract number 9739

Gentlemen:

We are the attorneys for Grand Metal Products Corporation.

Enclosed for filing with the State of Oregon, Highway Division, is Grand Metal Products Corporation's notice of claim. Please let us know the date on which the notice of claim is filed by completing the enclosed postcard and returning the postcard to us.

Very truly yours,

Louis G. Henry

cc: Gervais Construction, Inc. w/enc
Safeco Insurance Company of America w/enc

RECEIVED
JUN 28 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE OF CLAIM

To: State of Oregon, Highway Division

Notice is hereby given, pursuant to ORS 279.526, that Grand Metal Products Corporation has a claim for hollow metal doors and frames and related merchandise furnished by Grand Metal Products Corporation in the sum of $956 against the bond taken from Gervais Construction, Inc., general contractor, as principal, and Safeco Insurance Company of America, as surety, for the work of construction on the Columbia River Toll Plaza project in Astoria, Oregon.

DATED this 21st day of June, 1984.

GRAND METAL PRODUCTS
CORPORATION
2340 S.E. Gladstone Street
Portland, Oregon 97202

By John F. Johnston
John F. Johnston
President

RECEIVED
JUN 26 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9739

July 10, 1984

Valley Rentals, Inc.
1002 Tennant Way
Longview, WA 98632

CON 5
#9739

Attention: Sherry Denny

Gentlemen or Ladies:

Thank you for your note that Gervais Const. has paid you in full on your recent claim you filed in June.

You state this was in reference to Contract No. 9739 for the Columbia River Toll Plaza (Astoria) Project in Clatsop County.

This information will be noted in our records and we will advise the surety and the contractor.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: Gervais Construction, Inc.
5030 Rockdale
Brooks, OR 97305

Safeco Insurance Co. of America
4101 SW Kruse Way
Lake Oswego, OR 97034

FKN:kjm

NOTED ON CARD
7-10-84 kjm

GERVAIS CONSTRUCTION CO.
GENERAL CONTRACTORS
~~5655 Ferschweiler Lane -- Woodburn, Oregon 97071~~ P.O. BOX 9130
Equal Employment Opportunity Employer BROOKS, OR 97305

TELEPHONE
792-3595
393-0757

JUNE 27, 1984

Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: Columbia River Toll Plaza
Contract #9739

Attention: Robert Gormsen

Please find enclosed copy of check sent to Valley Rentals June 28, 1984. This finals our account with them. Please note the check is in the amount of $276.64, Invoice #28926.

Truly,

Casandra G. Ross, President
Gervais Construction, Inc.

cc: Safeco Insurance Co.
4101 SW Kruse Way
Lake Oswego, Or 97034

Valley Rentals, Inc.
1002 Tennant Way
Longview, Wa 98632

RECEIVED
JUL 2 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

* Gervais Const has paid us in full

Sherry Denny
Accts Rec - Valley Rentals Inc

A Minority Contractor

RECEIVED
JUN 29 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

DATE	INV. NO. OR REF.	JOB NO	ACCOUNTS PAYABLE	MATERIAL	SUB-CONTRACT		DISC. OR ACCT.	RETENTION	ACCOUNTS PAYABLE BALANCE	CHECK AMOUNT	NAME
[illegible]			276.64	Valley Rental					0	276.64	Valley

DATE	INVOICE NO		AMOUNT	DATE	INVOICE NO		AMOUNT	DATE	INVOICE NO		AMOUNT

GERVAIS CONSTRUCTION COMPA
Woodburn, Oregon

CK-JC 5

GERVAIS CONSTRUCTION, INC.
6655 FERSCHWEILER LN.
WOODBURN, OREGON 97071

24-
12

2858

JUNE 25, 19 84

PAY Gervais Const. 276 dols 64 cts Dollars $276.64

TO THE ORDER OF
VALLEY RENTALS
1002 TENNANT WAY
LONGVIEW, WA. 98632

BANK OF OREGON
Brooks Office, Salem, Oregon

Cassandra J. Ross

#28926

⑈002858⑈ ⑆123003683⑆ 24 00700 2⑈

GERVAIS CONSTRUCTION CO.
GENERAL CONTRACTORS
~~[illegible] Lane — Woodburn, Oregon 97071~~ P.O. BOX 9130
Equal Employment Opportunity Employer BROOKS, OR 97305

TELEPHONE
792-3595
393-0757

JUNE 27, 1984

Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: Columbia River Toll Plaza
Contract #9739

Attention: Robert Gormsen

Please find enclosed copy of check sent to Valley Rentals June 28, 1984. This finals our account with them. Please note the check is in the amount of $276.64, Invoice #28926.

Truly,

Casandra G. Ross

Casandra G. Ross, President
Gervais Construction, Inc.

cc: Safeco Insurance Co.
4101 SW Kruse Way
Lake Oswego, Or 97034

Valley Rentals, Inc.
1002 Tennant Way
Longview, Wa 98632

RECEIVED
JUN 29 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

A Minority Contractor

9739 CL 84-113

bc: Secretary of State -
Please acknowledge receipt
of the attached claim on
the enclosed copy of this
letter.

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 27, 1984

FILED
JUN 28 1984
NORMA PAULUS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:
CON 5
#9739

Valley Rentals, Inc.
1002 Tennant Way
Longview, WA 98632

Attention: Sherry Denny
Collection Department

Gentlemen or Ladies:

This will acknowledge your letter of June 22, 1984, with attached invoices, filing a claim against the following Highway Division contract:

FILED BY:	Valley Rentals, Inc.
AMOUNT:	$1,131.64
FOR:	Equipment rental
AGAINST (Prime contractor)	Gervais Construction, Inc.
CONTRACT NO.:	9739
PROJECT:	Columbia River Toll Plaza (Astoria) Oregon Coast Highway, Clatsop County
SURETY:	Safeco Insurance Co. of America
AGENT:	KL & K Associates, Inc.

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Your memo of June 25, 1984, stated that Gervais Construction has now paid $855 covering Invoice 28023. It appears there remains an unpaid balance of $276.64.

Please advise this office when your total claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

7-11-84 kjm

RECEIVED
JUN 29 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Safeco Insurance Co.
4101 SW Kruse Way
Lake Oswego, OR 97034

Gervais Construction, Inc.
5030 Rockdale
Brooks, OR 97305

731-0188

Valley
RENTALS • INC.

June 22, 1984

Department of Transportation
Robert Gormsen
121 Transportation Building
Salem, Oregon 97310

Dear Mr. Gormsen,

Valley Rentals, Inc, wishes to file a claim against Gervais Construction, for non payment of invoices 28023 and 28926. Copies of these invoices are enclosed for your convenience.

Gervais Construction rented towable rollers for use on the Columbia River Plaza in Astoria, Oregon.

Sincerely,

VALLEY RENTALS, INC

Sherry Denny

Sherry Denny
Collection Department

RECEIVED
JUN 25 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

1002 TENNANT WAY • LONGVIEW, WASHINGTON 98632 • (206) 425-2350

CONTRACTORS EQUIPMENT
POWER TOOLS
TRUCKS
TRUCK CRANES
DOZERS - LOADERS - BACKHOES
COMPRESSORS - AIR TOOLS
FORKLIFTS - SCAFFOLDING

MON. - FRI.
7:30 TO 5:30

SATURDAY
TILL NOON

Valley RENTALS • INC.

(206) 425-2350
1002 TENNANT WAY LONGVIEW, WA. 98632

AGREEMENT NUMBER
28926

2-Orf

P.O. NUMBER
JOB NUMBER Astoria

TIME IN 7.4 Hay
TIME OUT 7.5 Hay
TIME DUE IN

QTY.	RENTAL ITEM	CUSTOMER
1 –	1-61 COMPACTOR TOWABLE ROLLER DAY WK MO SMOOTH DRUM 130 390 940 54" GAS PLUS DEL. & FUEL	Gervais Cont 5655 Freshwiks Ln Woodburn, Ore 97071

CHARGES			
DEPOSIT CA ☐ CK ☐		PHONE NUMBER 792-3595	CASH ☐
TOTAL RENT	260 50	DRIVER'S LICENSE No	CHRG ☐
MERCHANDISE		CAR LICENSE No	PAID ☐
DELIVERY			
CLEANING CGE.			
FUEL			
MILEAGE			
SUB TOTAL			
SALES TAX	16 64		
TOTAL	276 14		

HOUR METER
IN
OUT
TOTAL

MATERIAL
CHISELS @
POINTS @
SPADES @

MILEAGE
IN
OUT
TOTAL

DELIVERY

CONDITIONS UNDER WHICH [illegible]

WARNING Failure to promptly return rented property may result in [illegible] prosecution for [illegible]

RENTAL RATES are based on one eight hour shift per day. Additional shifts will be charged at 50% of the base rental rate except tractors. No option to purchase is contained herein.

TRANSPORTATION CHARGES and full responsibility for equipment from time same leaves Lessor's premises until returned [illegible] assumed by Lessee.

DISCLAIMER OF WARRANTY. THERE ARE NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. Description is for identification only. Lessor's liability is limited to repair of any defects in equipment which Lessor determines was defective under normal use. In no event shall Lessor's liability exceed the rental paid. Lessor will not be liable for direct, indirect, special, consequential or commercial damages, nor for injuries to persons or property. The foregoing shall be Lessee's sole and exclusive remedy.

All [illegible] and other equipment are used at lessee's risk. Conditions which prevent satisfactory operation of equipment do not relieve lessee of his responsibility for rental charges.

Lessee assumes all responsibility for equipment while out of possession of lessor, and promises to return such equipment to lessor in as good condition as it was at the effective date of the lease. Lessee shall be liable for any loss, theft, damage or destruction of the above leased property and to indemnify and save harmless lessor from any liability resulting from the use of said articles.

All equipment lost or damaged beyond repair will be paid for by the lessee at the regular replacement price and all damaged equipment which may be repaired will be repaired by the lessor on return thereof and the cost of such repairs shall be paid by the lessee. Accrued rental charges can not be applied against the purchase price or cost of repairs of such damaged or lost equipment. All cartage charges must be borne by lessee.

Scheduled rental rates begin when equipment leaves our store and continue until returned thereto. A cleaning charge will be made on items returned unclean.

TERMS

2% 10TH NET 11TH CLOSING DATE 25 OF MONTH ACCOUNTS ARE DUE AND PAYABLE 10TH OF MONTH FOLLOWING PURCHASE FINANCE CHARGE OF 1½% PER MONTH (18% ANNUAL PERCENTAGE RATE) OR MINIMUM $1.00 WHICHEVER IS GREATER WILL BE ADDED AT CLOSING DATE ON UNPAID BALANCE DISCOUNT DOES NOT APPLY TO MACHINERY PURCHASES

Lessee Signature

EACH AND EVERY PARTY SIGNING THIS AGREEMENT HEREBY AGREES THAT ALL CHARGES FOR RENTAL DAMAGE, CLEANING OR MATERIAL WILL BE PAID AND THAT ALL COLLECTION FEES, ATTORNEYS FEES, COURT COST OR ANY EXPENSE INVOLVED IN THE COLLECTION OF THESE CHARGES WILL BE BORNE BY THE LESSEE AND THAT IN THE EVENT A SUIT IS BROUGHT TO ENFORCE ANY TERMS OF THIS CONTRACT, LESSEE AGREES THAT AT THE OPTION OF THE LESSOR THE VENUE OF SAID SUIT WILL BE LAID IN COWLITZ COUNTY WASHINGTON

CONTRACTORS EQUIPMENT
POWER TOOLS
TRUCKS
TRUCK CRANES
DOZERS - LOADERS - BACKHOES
COMPRESSORS - AIR TOOLS
FORKLIFTS - SCAFFOLDING

MON. - FRI.
7:30 TO 5:30

Valley

SATURDAY
TILL NOON

RENTALS • INC.

(206) 425-2350
1002 TENNANT WAY LONGVIEW, WA. 98632

AGREEMENT NUMBER 28023

P O NUMBER

JOB NUMBER Astoria Toll Plaza

fin

TIME IN 5-3-84 am

TIME OUT 4-18-84

TIME DUE IN 1 Week

QTY.	RENTAL ITEM	CUSTOMER
1	Towable Roller 130.00/day 390.00/week	~~Gervis~~ Gervais Construction 5655 Freshwiller Ln. Woodburn, Or 97071

TR-23

CHARGES	
DEPOSIT CA ☐ CK ☐	
TOTAL RENT	780.00
MERCHANDISE	
[✓ DELIVERY] Jeff	75.00
CLEANING CGE.	
FUEL	
MILEAGE	
SUB TOTAL	
SALES TAX Del.	Ore.
TOTAL	855.00

PHONE NUMBER 292-3595
CASH ☐
DRIVER'S LICENSE No.
CHRG ☐
CAR LICENSE No.
PAID ☐

HOUR METER
IN
OUT
TOTAL

MATERIAL
CHISELS @
POINTS @
SPADES @

MILEAGE
IN
OUT
TOTAL

DELIVERY Astoria Toll Booth

ORDERED BY Charlie Yonkus

CONDITIONS UNDER WHICH TOOLS AND OTHER EQUIPMENT ARE RENTED-

WARNING. Failure to promptly return rented property may result in criminal prosecution or a gross misdemeanor

RENTAL RATES are based on one eight hour shift per day. Additional shifts will be charged at 50% of the base rental rate, except tractors. No option to purchase is contained herein.

TRANSPORTATION CHARGES and full responsibility for equipment from time same leaves Lessor's premises until returned, is assumed by Lessee

DISCLAIMER OF WARRANTY THERE ARE NO EXPRESS WARRANTIES OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. Description is for identification only. Lessor's liability is limited to repair of any defects in equipment which Lessor determines was defective under normal use. In no event shall Lessor's liability exceed the rental paid. Lessor will not be liable for direct, indirect, special, consequential or commercial damages, nor for injuries to persons or property. The foregoing shall be Lessee's sole and exclusive remedy.

All tools and other equipment are used at lessee's risk. Conditions which prevent satisfactory operation of equipment do not relieve lessee of his responsibility for rental charges.

Lessee assumes all responsibility for equipment while out of possession of lessor and promises to return such equipment to lessor in as good condition as it was at the effective date of the lease. Lessee shall be liable for any loss, theft, damage or destruction of the above leased property and to indemnify and save harmless lessor from any liability resulting from the use of said articles.

All equipment lost or damaged beyond repair will be paid for by the lessee at the regular replacement price and all damaged equipment which may be repaired will be repaired by the lessor on return thereof and the cost of such repairs shall be paid by the lessee. Accrued rental charges can not be applied against the purchase price or cost of repairs of such damaged or lost equipment. All cartage charges must be borne by lessee.

Scheduled rental rates begin when equipment leaves our store and continue until returned thereto. A cleaning charge will be made on items returned unclean.

TERMS

2% 10TH. NET 11TH. CLOSING DATE 25 OF MONTH. ACCOUNTS ARE DUE AND PAYABLE 10TH OF MONTH FOLLOWING PURCHASE. FINANCE CHARGE OF 1½% PER MONTH (18% ANNUAL PERCENTAGE RATE) OR MINIMUM $1.00 WHICHEVER IS GREATER WILL BE ADDED AT CLOSING DATE ON UNPAID BALANCE. DISCOUNT DOES NOT APPLY TO MACHINERY PURCHASES.

Lessee Signature

EACH AND EVERY PARTY SIGNING THIS AGREEMENT HEREBY AGREES THAT ALL CHARGES FOR RENTAL DAMAGE, CLEANING OR MATERIAL WILL BE PAID AND THAT ALL COLLECTION FEES, ATTORNEYS FEES, COURT COST OR ANY EXPENSE INVOLVED IN THE COLLECTION OF THESE CHARGES WILL BE BORNE BY THE LESSEE AND THAT IN THE EVENT A SUIT IS BROUGHT TO ENFORCE ANY TERMS OF THIS CONTRACT, LESSEE AGREES THAT AT THE OPTION OF THE LESSOR THE VENUE OF SAID SUIT WILL BE LAID IN COWLITZ COUNTY WASHINGTON

ORIGINAL

9739

9 N

ROAD DESIGN SECTION

DES 16

Chet Anderson
Project Manager

March 15, 1984

Arnold R. (Andy) Anderson, P.E.
Sign Design Supervisor

Shop Drawings
Columbia River Toll Plaza (Astoria)
Oregon Coast Highway
Clatsop County
Contract No. 9739

Returned are three copies of Type "U" sign shop drawings for use on the subject project. The drawings are approved as noted.

One copy of the drawings should be kept by you for field inspection purposes, one copy sent to Don Wackerbarth's office for shop inspection of the sign and one copy sent to the contractor for his use in fabricating the sign.

ARA:ja

Attachments

cc C. O. Fredrickson
Ed Hardt
Andy Anderson

Versteeg
Andersen
Adams
Macnab
Edwards
Terpin
Trout
[illegible]

RECEIVED
MAR 16 1984
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

1737

JOHN SPELLMAN
Governor

DUANE BERENTSON
Secretary

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
Office of District Administrator • 4200 Main Street, P.O. Box 1709 • Vancouver, Washington 98668

17 January 1984

Mr. Robert W. Gormsen
Commission Services
Transportation Building
Salem, Oregon 97310

SR-101 - Astoria-Megler Bridge
MS 0763 - 0764

copy #9738

Dear Mr. Gormsen:

We have reviewed the bid proposals for the Columbia River (Astoria) Bridge project and the Columbia River Toll Plaza (Astoria) project and concur with your recommendation to award these contracts to Abhe & Svoboda, Inc. in the amount of $618,310 and Gervais Construction, Inc., in the amount of $392,491.

I apologize for my late response, however, we did not receive your letter with the proposals until January 13, 1984.

Very truly yours,

ED W. FERGUSON, P.E.
District Administrator

Dale Heise
By: DALE HEISE, P.E.
Dist. Asst. Maintenance Engr.

EWF:lz
DH
cc: K. Kirkland
Records Control

1/23/84
cc Phil Stearns

RECEIVED
JAN 19 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

December 19, 1983

Mr. Dale Heise
Washington Department of Transportation
P. O. Box 1709
Vancouver, WA 98668

CON 4

Dear Mr. Heise:

Per our discussion, attached for your review are the three lowest responsive bid proposals for the Columbia River (Astoria) Bridge Project and for the Columbia River Toll Plaza (Astoria) Project on which bids were received December 15, 1983.

The State Highway Engineer is recommending that the projects be awarded pending DBE/WBE review to the following contractors:

Columbia River Bridge Section: Abhe & Svoboda, Inc., in the amount of $618,310.

Columbia River Toll Plaza (Astoria) Section: Gervais Construction, Inc., in the amount of $392,491.

It is my understanding that you will return written approval of the proposals within 10 calendar days.

If I can be of additional help, please let me know.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

FKM:dc

Atts. *

cc: Mr. Kenneth C. Kirkland
District Administrator
Washington Department of Transportation
P. O. Box 1709
Vancouver, WA 98668

bc: Phil Stearns

* Columbia River Bridge proposals:
Abhe & Svoboda, Inc.
J. L. Manta, Inc.
Eterna-Line Corporation

Columbia River Toll Plaza Proposals
Gervais Construction, Inc.
R. A. Hatch Co.
Columbia Pacific Construction Co.

4. WASHINGTON shall, following final contractor payment and receipt of all necessary invoices detailing the actual total costs incurred by OREGON on behalf of the project, forward to OREGON within a reasonable time any final balance due.

MUTUAL OBLIGATIONS

1. The cost of development and construction of the project shall be paid from State highway funds or other funds available to each State. Each State shall pay 50 percent of the cost for development and construction of the project, which cost is currently estimated to be a total of $600,000. All costs of the project shall be accumulated and computed according to the established procedures prevailing in the State of Oregon and all records shall be maintained for a period of three years following the date of final payment for audit by the State of Washington.

2. WASHINGTON shall have the right to review the three lowest responsive bid proposals for construction work and shall notify OREGON of its approval or rejection of the bid proposals within ten calendar days following receipt. No construction contract shall be awarded without the express written approval of both States.

3. OREGON and WASHINGTON, in consideration of the obligations contained herein and the mutual benefits which will accrue to the States, have deemed it mutually advantageous to share equally in the responsibility for and costs of preliminary engineering, plan preparation, construction and maintenance of the protective coating material.

4. OREGON and WASHINGTON mutually agree and understand that maintenance and repair of the protective coating material shall be performed by OREGON with the cost thereof shared equally by OREGON and WASHINGTON.

GC1039B

SUPPLEMENT NO. 4

3. WASHINGTON shall, within a reasonable time following receipt of itemized statements from OREGON covering engineering costs and payment of contractor progress estimates, reimburse OREGON for the agreed 50 percent WASHINGTON share of said costs.

4. WASHINGTON shall, following final contractor payment and receipt of all necessary invoices detailing the actual total costs incurred by OREGON on behalf of the project, forward to OREGON within a reasonable time any final balance due.

MUTUAL OBLIGATIONS

1. The cost of development and construction of the project shall be paid from state highway funds or other funds available to each State. Each State shall pay 50 percent of the cost for development and construction of the project, which cost is currently estimated to be a total of $500,000. All costs of the project shall be accumulated and computed according to the established procedures prevailing in the State of Oregon and all records shall be maintained for a period of three years following the date of final payment for audit by the State of Washington.

2. WASHINGTON shall have the right to review the three lowest responsive bid proposals for construction work and shall notify OREGON of its approval or rejection of the bid proposals within ten calendar days following receipt. No construction contract shall be awarded without the express written approval of both States.

3. OREGON and WASHINGTON, in consideration of the obligations contained herein and the mutual benefits which will accrue to the States, have deemed it mutually advantageous to share equally in the responsibility for and costs of preliminary engineering, plan preparation, construction and maintenance of the toll collection facilities.

4. OREGON and WASHINGTON mutually agree and understand that maintenance and repair of the toll collection facilities shall be performed by OREGON with the cost thereof shared equally by OREGON and WASHINGTON.

Clatsop

November 2, 1983

PRO 6-2

Ed W. Ferguson, P.E.
District Administrator
4200 Main Street
P.O. Box 1709
Vancouver, Washington 98668

Attn: Kenneth C. Kirkland, P.E.

Dear Mr. Ferguson:

SUBJECT: SR 101, Astoria-Megler Bridge
Project 41186A, GC-1039B

Transmitted herewith are PS&E documents requested in your October 19 letter to Phillip O. Stearns.

The work will be performed by separate contracts under two projects as follows:

PROJECT	WORK
1) Columbia River (Astoria) Bridge	Concrete Sealing
2) Columbia River Toll Plaza (Astoria) Sec.	Grade, Pave & Toll Facility

Included are four sets of plans, one set of bid proposal, one set of special provisions and one detailed estimate for each project. Also, attached is the "Construction Expenditure Forecast" and "Cash Flow Prediction".

The ad will be published November 17 for bids to be received four weeks later on December 15. The fourth week is to allow the prospective contractors time to familiarize themselves with the projects prior to a prebid conference to be held December 1, as set forth in Section 102.05 of the special provisions.

Please call Steve Macnab at (503) 378-6385 if you have questions concerning the PS&E documents.

Very truly yours,

Gary A. Potter, Manager
Program Section

JLG:pf
Enclosure
cc: Steve Macnab
C. O. Fredrickson
Walt Hart
General Files

agreement [illegible].

Contract -

3 low bids .

and viewpoint in that the concur

Dale before Dec 22 nd

were received + request concurrence

Wash [illegible] Person DALE HEISE -

4200 Main St .

Vancouver WA 98668 -

A [illegible] Booth -

KEN KIRKLAND

open 12th - 22nd

696- ~~69~~ 6335.

John 1 · Mill 1 Building Plan.

Alvers + Hurl

7940 - SE Division

Suite A .

Portland 97206

Eugene
Clark Fleet
9665.

Protective Solubility,,

January 11, 1984

Gervais Construction, Inc.
5030 Rockdale
Brooks, OR 97305

CON 5
#9739

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

> Contract No. 9739 for work on the Columbia River Toll Plaza (Astoria) Section of the Oregon Coast Highway in Clatsop County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc
Encl.

cc: Safeco Insurance Company of America
4101 S.W. Kruse Way
Lake Oswego, OR 97034

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
C. O. Fredrickson (contract signature
Chet Anderson pages attached)
L. E. George

KL&K
ASSOCIATES INC.
BONDING & INSURANCE FOR CONSTRUCTION & INDUSTRY

4147 S.E. Division
P.O. Box 06030
Portland, Oregon 97206
Insurance: 503-231-6570
Bonds: 503-231-9394
Telex #151712
1-800-547-9850
(Outside Oregon Only)

December 29, 1983

OREGON TRANSPORTATION COMMISSION
Department of Transportation
Highway Division
121 Transportation Building
Salem, OR 97310

Re: GERVAIS CONSTRUCTION, INC.
Bond No. 4370323, OSHD #9739
Columbia River Toll Plaza (Astoria)

Gentlemen:

Enclosed are the executed Contract Documents for Gervais Construction, Inc. in reference to the above captioned project. All documents have been signed and are now ready for filing with your department.

Also enclosed is the required Certificate of Insurance.

Very truly yours,

Judy Hiltenbrand

Judy Hiltenbrand
K L & K ASSOCIATES, INC.

/jh
Encls.

cc: Gervais Construction, Inc.
Brooks, OR

RECEIVED
JAN - 3 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

GERVAIS CONSTRUCTION CO.
GENERAL CONTRACTORS

~~555 Fenchwaller Ln~~ — ~~Woodburn, Oregon 97071~~
P. O. Box 9130 Brooks, Oregon 97305
Equal Employment Opportunity Employer

TELEPHONE
393-0452
792-3595

December 20, 1983

OSHD
Commission Service

Gentlemen:

Gervais Construction, Inc. plans on fulfilling our own DBE and WBE goals on Columbia River Toll Plaza (Astoria) Sec. We plan to do the following items of work to fulfill WBE goal of 1%: #9739

BI #2	All LS	$5,000.00
BI #3	132 SF @ 14.30 =	$1,914.00

Total = $6,914.00

We plan to do the following item of work to fulfill the DBE goal of 5%:

BI #19	All LS	$42,000.00

Also at this time, we plan to subcontract to Wadesworth Electric a WBE and DBE firm:

BI #40	All LS	$ 550.00
BI #41	All LS	$3,600.00
BI #42	All LS	$2,100.00
BI #43	All LS	$9,226.00
BI #53	All LS	$20,520.00
Total		$35,996.00

Please note at this time, Wadesworth Electric does not have their WBE and DBE certification with the state but they are in the process at this time.

Yours very truly,

GERVAIS CONSTRUCTION, INC.

Steven C. Toney

STEVEN TONEY
Vice President

ST:bf

RECEIVED
[illegible] 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc - Kay Turner

HIGHWAY DIVISION - DEPARTMENT OF TRANSPORTATION LOC 3

FILES December 19, 1983

H. S. Coulter
State Highway Engineer

Footpaths and Bicycle Trails
December 15, 1983 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids were opened December 15, 1983 on the following projects:

1. Columbia River Bridge
   Oregon Coast Highway, Clatsop County

   Concrete Cleaning and Sealing.

   Footpaths or bicycle trails are not incorporated in this project as no new highway construction, reconstruction or relocation is involved.

2. Columbia River Toll Plaza (Astoria)
   Oregon Coast Highway, Clatsop County

   Grading, Paving and Building.

   Sidewalks will be constructed within the Toll Plaza.

3. Motorist Service Signing
   East Portland Freeway and Pacific Highway
   Clackamas, Multnomah and Washington Counties

   Signing.

   Same as No. 1.

HSC:RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

77-1

SUBSTITUTION REQUEST FORM

THE CONSTRUCTION SPECIFICATIONS INSTITUTE
Portland Chapter

TO: Oregon State Highway Division, Room 122, Transportation Bldg., Salem, OR 97310

PROJECT: Columbia River Toll Plaza

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section	Paragraph	Specified Item
Page 2132		Slotted Drains

Proposed Substitution: Polycast Preslope Drain

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Fill In Blanks Below:

A. Does the substitution affect dimensions shown on Drawings?
No

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
No

C. What affect does substitution have on other trades? None

D. Differences between proposed substitution and specified item? None

E. Manufacturer's guarantees of the proposed and specified items are:

☒ Same ☐ Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature

Firm J. E. F., Inc.

Address 6320 S.W. Macadam
Portland, OR 97201

Date December 2, 1983

Telephone 503-245-6406

For Use By Design Consultant:

☐ Accepted ☐ Accepted As Noted
☐ Not Accepted ☐ Received Too Late

By

Date

Remarks

12-6-83
[illegible]

RECEIVED
DEC 6 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626 TOLL FREE 1-800-452-7813

November 4, 1983

Doris Larremore
1108 Irving Avenue
Astoria, OR 97103

Dear Ms. Larremore,

Your letter on the proposed toll booth expansion for the Astoria-Megler Bridge has been forwarded to this office for reply, since the bridge is in Region 2. The State Highway Division appreciates comments from private citizens regarding proposed projects, and we thank you for your suggested solutions.

Considerable study has gone into this proposed project. We feel that the current plan is the best solution to alleviate the problems that have developed with the existing toll facilities and traffic control.

One problem is that the bridge traffic is considerably greater than that projected when the toll plaza was built, and two toll collectors are now required to adequately handle the traffic. Since the booth was constructed to hold only one toll collector, the existing structure is too small. It has deteriorated over the years and has poor ventilation. For the health and welfare of the toll collectors, this facility must be rebuilt.

Another problem is that the storage for vehicles waiting to enter Marine Drive from the toll plaza, as well as the storage for vehicles waiting to enter the toll plaza from Marine Drive, is inadequate.

The proposed project will provide a modern toll collecting facility, improve the storage for vehicles, and allow the signal on Marine Drive to function at its maximum capacity.

This project will not be financed from toll revenue, nor will it increase the length of time the toll remains on the bridge. This project will be financed with State Highway funds as most other Highway projects are throughout the State.

I thank you for taking the time to write, but the proposed project will improve both the traffic pattern and the conditions for the toll takers. The additional southbound lane will improve the traffic flow off the bridge into the City of Astoria after the toll has been removed.

Sincerely,

C. O. Fredrickson
REGION ENGINEER

W. RULIEN

'83
Rulien
File

cc: Fred Miller
Jim Bottom
Eldon Everton

734-1867

1108 Irving Ave.
Astoria, Or 97103
October 12, 1983

Oregon Transportation Commission

Re: Proposed Toll Booth Expansion on Astoria-Megler Bridge

Many citizens of this area are disturbed by the proposed toll booth expansion plan for the Astoria-Megler bridge. We are concerned that such a large sum of money from our already high gasoline taxes, added to the already high bridge toll, may be used for a project that is needed such a short time a few weekends in the summer.

The statistics I have been given are:

The project is to cost about a half million dollars. If paid from tolls alone this would equal fares from 333,333 cars. Total bridge usage last year was almost 800,000 cars. This means almost 6 months total fares to recoup the cost. This doesn't even include wages and fringe benefits for another toll taker.

Since I see no value in lodging a complaint without also offering suggestions, I have two.

SUGGESTION I

Cars entering bridge should get first priority. Cars exiting could wait longer to pay their toll. Tourists wait hours to load the ferries in Washington and British Columbia, and do it quite peaceably.

When a bottle-neck occurs, the toll taker should allow a few cars entering from the Oregon side to pass free, until the congestion has cleared. This would cost very little in lost fares. The public, which is more than "fed-up" with government costs they have no control over, would be pleased to think they had a chance for a free trip across the bridge occassionally.

SUGGESTION II

This plan is low cost and could be used with Suggestion I or alone. The extreme right hand lane coming into town could be through traffic with no stops. This is simply a matter of having the lights in the right hand lane set permanently on green or flashing yellow. This plan works very well at the St. Helens Road end of the St. Johns bridge for traffic leaving Portland. Cars leaving the Astoria bridge and turning left into town must turn into the left lane (according to Oregon law) so the right lane need not be effected at all. With this plan, cars waiting to enter the bridge from the south could overflow the little "left turn only" lane into the regular left lane without impeeding traffic into town.

Plans that are made from maps in Salem just are not workable in reality; e.g. Harbor Drive-101 Intersection (Payless) and Crab Pot Road-101 Intersection are examples of this. We feel you are doing the right thing by encouraging input from people living and driving in the areas considered for improvement.

Doris Larremore
for concerned friends

Doris Larremore

9137

November 3, 1983

State of Washington
Department of Transportation
4200 Main Street
PO Box 1709
Vancouver, WA 98668

AGR 4

Attention: Kenneth C. Kirkland, P.E.
Management Services Engineer

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Gentlemen or Ladies:

Attached for your files are fully executed copies of supplemental agreements numbers 3 and 4 for the Toll Booth and Seal Coat on the Astoria-Megler Bridge.

We are retaining fully executed copies of each of these supplemental agreements for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm

Attachment

bc: Gary Potter (agree. att.)

JOHN SPELLMAN
Governor

DUANE BERENTSON
Secretary

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION
Office of District Administrator • 4200 Main Street, P.O. Box 1709 • Vancouver, Washington 98668

October 19, 1983

Phillip O. Sterns
Federal Aid Specialist
2960 East State Street
Salem, OR 97310

SR 101, Astoria - Megler Bridge
Project 41186A, GC-1039B
Supplements 3 and 4

Dear Mr. Sterns:

By letter dated July 28, 1983 you transmitted agreements for work to be performed by Oregon on the Columbia River Bridge at Astoria and requested Washington's concurrence. Finally, these agreements have been executed on our behalf and I am sending them back for Oregon signatures.

By mutual execution, these documents constitute conceptual agreement to the scope of work to be performed and the cost sharing of expenditures to be incurred. Before advertisement for bids I will need copies of the PS&E's, ✓ including detailed engineers estimates, and approximately two weeks lead time to actually set up the funds for reimbursement.

In addition, please provide your planned date for advertisement and an estimate of the expenditures by month for each contract required by the Washington State Department of Transportation cash flow forecasting system.

Please call me at (206) 696-6335 if you have any questions.

Very truly yours,

ED W. FERGUSON, P.E.
District Administrator

Kenneth C. Kirkland
By: KENNETH C. KIRKLAND, P.E.
Management Services Engineer

EWF:km
KCK
Attachments

cc: Tom McLain
Records Control

10-24-83 letter cy Region 2
Specs
Sollis

PROGRAM SECTION
MANAGER ✓ PROJECT UNIT ✓
OCT 24 1983
MAN. ASSIST. ______ PROGRAM UNIT ✓
REFER TO Meisner
FOR ______

FILES July 14, 1983

H. S. Coulter
State Highway Engineer

Footpaths and Bicycle Trails
July 14, 1983 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened July 14, 1983, on the following projects:

1. Columbia River Toll Plaza (Astoria)
   Oregon Coast Highway, Clatsop County
   Grading and Paving

   A third lane and second toll booth are being added in the toll plaza. Curb ramps to be installed on the north side of Marine Drive Section of the Coast Highway.

2. Nesika Beach Slide
   Oregon Coast Highway, Curry County
   Grading and Paving

   Slide correction. Twelve-foot travel lanes. Four-to-eight-foot shoulders available for bicycle and pedestrian traffic.

   Footpaths and bicycle trails will not be established under this project as per ORS Chapter 366, Section 2, subsection 2(c), which states, "footpaths and trails are not required to be established ... where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails."

3. Little River Bridge
   Little River Road, Douglas County
   Structure

   Thirty-foot roadway on structures and approaches.

   Same as No. 2.

4. Dead Ox Pump Canal Bridge
   Pioneer Road, Malheur County
   Grading, Paving and Structure

   Twenty-eight-foot roadway on structures and approaches. Grading and paving incidental to structure replacement.

   Same as No. 2.

5. Croisan Creek Culvert
   Golf Course Road, Marion County
   Culvert Installation

   Twenty-four-foot roadway with two-foot aggregate shoulders.

   Same as No. 2.

6. French Prairie Road-Case Road
   Yergen Road, Marion County
   Paving

   Twenty-four-foot roadway with four-foot aggregate shoulders.

   Same as No. 2.

7. Greenwood Drive NE-Mandrin Drive N
   River Road N and Cherry Avenue NE, Marion County
   Grading, Paving and Signals

   Multi-lane construction. Five-foot sidewalks and six-foot shoulders available on Cherry Avenue. Five-foot sidewalks available on River Road and Manbrin Drive. Pedestrian signal heads will be installed. Curb ramps are being installed at each intersection.

8. Wallowa River (Stein) Bridge
   Diamond Prairie Road, Wallowa County
   Structure

   Twenty-eight-foot roadway on structure and aggregate approaches.

9. SW Murray Blvd-SW Main Street
   Allen Blvd, Washington County
   Paving

   Multi-lane construction with four-to-eight-foot sidewalks with sidewalk ramps for bicycle and pedestrian traffic. Signalized intersections will have signals for pedestrian and bicycles.

HSC:RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell
D. A. Ridings

7

PROJECT PROSPECTUS
PART 4 - SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID# 9

Clatsop County

SECTION Toll Booth Revision (Astoria Bridge)

REGION 2

Oregon Coast Highway

SURVEY AUTHORITY

AUTHORIZATION NO.	PREFIX	DATE
1	4-1456	12/1/82

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$	$ 4,000	915 AUDITS	$	$	933 SURFACE DESIGN	$	$ 1,500
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT			918 LOCATION		500	935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		1,000
905 FINAL DESIGN		8,000	920 PROGRAM MANAGEMENT		300	937 HYDRAULICS		
906 BRIDGE DESIGN		20,000	921 SPECIFICATIONS		4,000	938 REGION ENVIRONMENT		100
907 PRELIMINARY DESIGN		3,000	922 ADMIN. SERVICES		200	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION		200	950 TRAINING		
910 REGION GEOLOGIST		1,000	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION		1,000	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE		5,000	926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON			927 FREE BRIDGE DESIGN					
914 REGION UTILITY LIAISON			932 RAILROAD & UTILITIES		300			
						TOTALS	$ 50,100	$ 50,100
RIGHT-OF-WAY PREFIX						PREVIOUS AUTHORIZATION		$
FEDERAL AID PROJECT NUMBER State						ADD. AUTH. REQUIRED		$

LOCATION ENGINEER'S REMARKS

Relocate and improve toll booth as a Washington-Oregon cooperative project.

1 ✓

copy Watson

2

3 MK

28

4

Approved by OTC

PREPARED BY P. V. Lewellyn	DATE 12/1/82	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE 12/6/82
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE 12-6-82
RECOMMENDED, LOCATION ENGINEER X Frank E. [illegible]	DATE 12/2/82	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE	

734-1914 (7-82)

7737

STATE OF OREGON

INTEROFFICE MEMO

Clatsop N

2 DES 23
BR 7949

TO: Mr. C. O. Fredrickson
Region 2 Engineer

DATE: December 5, 1979

FROM: Walter J. Hart
Bridge Engineer

SUBJECT: Revise Toll Facilities
Columbia River (Astoria) Bridge
Clatsop County
Bridge 7949

Enclosed are two sets of drawings of a preliminary proposal for revising the toll facilities on the south approach to the Columbia River Bridge at Astoria.

This proposal includes the construction of a second southbound lane for easing the congestion due to inadequate toll collection facilities and the need for a right-turn lane for westbound traffic on Marine Drive.

This proposal provides, in addition to an extra southbound lane, more car storage northbound by moving the toll booth some 200 feet up the ramp.

The toll collection facilities will include an additional toll booth on the proposed southbound lane. We have included three alternates for the canopy sheltering the toll booths. Alternate A salvages the existing canopy, moves it, and enlarges it in a new location. Alternates B and C are of new materials and would facilitate removal of the structures when they are no longer needed. The booths themselves are prefabricated and can be easily removed.

The estimate includes all the necessary revisions to the toll booths. These include toll recorders, lighting, heat, and remote mechanical ventilation. The estimate is itemized for your comments and suggestions. The plan, as shown, can be enlarged or diminished depending on suitable financing.

GJB:dh

Enclosure (2 full size, 1 bldg. brochure)

cc E. L. Everton /w/ 2 half size prints, 1 bldg. brochure
J. H. Versteeg /w/ 1 half size print, 1 bldg. brochure

REFERRED TO
___ Beard ___ Stoudenmeyer ___
___ Cole ___ Sample ___
___ Eriksen ✓ Watson LW
___ Hager ___ Dorn ___ Lau ___
[✓ Return] Discuss Do File Copy Due ___
BY FINAL DESIGN ENGINEER

81-125-1387

1 Versteeg ✓
___ Anderson
2 Christensen Doc
___ Olson
___ Sullivan
___ Terpin
___ Trout
___ Wakerlig

RECEIVED
DEC 06 1979
ROAD DESIGN SECTION

Do Not File ☐
Return To ___
...ing ___
Action ___

9739

December 5, 1979

PRELIMINARY ESTIMATE

TOLL COLLECTION FACILITIES REVISION

COLUMBIA RIVER (ASTORIA) BRIDGE

Clatsop County

Bridge 7949

Item		Cost
Temporary Protection and Direction (5%)		$ 10,000
Mobilization (10%)		19,500
Building Demolition & Salvaging		10,850
Earthwork	1265 cy	10,120
Precast shoulder barrier	100 LF	2,500
Surfacing (4" AC, 10" CTB)	12680 SF	114,130
Drainage (relocate catch basins)		2,500
Type C Curb	550 LF	2,750
Misc. items (electrical service & recorder conduit)		2,500
Structures (2 toll booths and canopy A)		13,000
Retaining Walls	278 LF	16,150
Signing (revise existing, 4 new)		8,000
Illumination		12,000
Traffic signals and "OPEN" signs		6,000
Sod lawn		1,000
		$231,000
30% E & C		69,000
TOTAL		$300,000

1983 Motorist Service Signing Sec 9740
E. Ptld. Fwy. & Pacific Hwy. in
& around Portland.

March 20, 1985

Fireman's Fund Insurance Co.
Attn: Fidelity & Surety Dept.
121 SW Salmon Street, Ste. 900
Portland, OR 97204

CON 5
#9740

Gentlemen or Ladies:

Contract No. 9740 awarded to The Lady's Construction Company for the Motorist Service Signing Project on the East Portland Freeway and Pacific Highway in Clackamas, Multnomah, and Washington Counties was completed on February 13, 1985, and accepted by the State Highway Division on March 11, 1985.

Final payment in the amount of $4,976.69 will be released to the contractor after March 25, 1985. The total contract amount is $187,238.74 and no work was performed under force account.

No claims for labor or material have been filed with us against the bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: The Lady's Construction Company
690 S. Marylhurst Drive
West Linn, OR 97068

Corroon & Black of Oregon
PO Box 8699
Portland, OR 97207

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog (Attn: Frank Griffin)
E. L. Hardt

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
CON 5

DATE: November 8, 1984

TO: Oregon Transportation Commission

ORIGINAL SIGNED BY WENDELL E. SCHWARTZ

FROM: H. S. Coulter, P.E., P.L.S.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Motorist Service Signing Section
E. Portland Freeway & Pacific Highways
Clackamas, Multnomah & Washington Counties
Contract No. 9740

This State funded signing project has recently been completed and it is now apparent that the final cost will exceed the project authorization by $18,200 or nine percent.

The overrun is due to added work of fabrication and installation of supplemental logo signs and plaques and revisions to the legends of signs installed on this contract. Adjustment of a sign support footing and a breakaway sign post were also required.

There are sufficient funds available. No federal participation is involved.

I recommend that the authorization be increased by $18,200.00 to a new total of $219,883.83. This matter will be on the consent calendar for the November 20 meeting.

bc: Fred Miller
R. W. Gormsen
C. O.Fredrickson
V. E. Skoog
E. L. Hardt
George Bell

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: November 8, 1984

O. B. Jackmond

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Motorist Service Signing Section
E. Portland Freeway & Pacific Highways
Clackamas, Multnomah & Washington Counties
Contract No. 9740

This State funded signing project has recently been completed and it is now apparent that the final cost will exceed the project authorization by $18,200 or nine percent.

The overrun is due to added work of fabrication and installation of supplemental logo signs and plaques and revisions to the legends of signs installed on this contract. Adjustment of a sign support footing and a breakaway sign post were also required.

There are sufficient funds available. No federal participation is involved.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $18,200.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: E. L. Hardt
J. W. McNamee
B. M. Walton
W. F. Cobine

RECEIVED
STATE HWY ENGR
NOV 8 '84
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTED
W. E. SCHWARTZ

Contains Recycled Materials

007 174 /

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Motorist Service Signing	WEEK ENDING: October 27, 1984	SECTION PREFIX: 037-8291
HIGHWAY: Pacific Highway and East Portland Freeway	COUNTY: Clackamas, Multnomah, and Washington	
NAME OF JOB: Motorist Service Signing	KIND OF WORK: Signing	
CONTRACTOR: The Lady's Construction Company	CONTRACT NUMBER: 9740	FEDERAL AID PROJECT NUMBER: State
DATE OF CONTRACT: December 22, 1983	DATE WORK STARTED: February 22, 1984	ESTIMATED COMPLETION DATE:
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0	SPECIFIED WORK DAYS: SPECIFIED CALENDAR DAYS 240	WORK DAYS USED: CALENDAR DAYS USED 240
PROJECT AUTHORIZATION: $ 201,683.83	SPECIFIED COMPLETION DATE:	PERCENT OF TIME ELAPSED: 100
EXCLUSIVE OF ENGINEERING: $ 185,691.28	ENGINEERING AUTHORIZATION $ 15,992.55	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 181,147.56	ENGINEERING COST TO DATE $ 15,992.55	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 98
ESTIMATED PERCENT: OVERRUN UNDERRUN 2.4 %	PERCENT OF AUTHORIZATION 100 %	DATE PROJECT WAS COMPLETED: August 31, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

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CP CONSTRUCTION QCS ✓
LEO SECTION FILE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Project complete. Second Notification submitted August 31, 1984.

Semi-Final is to be sent Monday, October 29, 1984.

SIGNED ______ LOCATION ______

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

August 1, 1984

CON

The Lady's Construction Co.
P.O. Box H
West Linn, OR 97068

Time Extension Request
Motorist Service Signing Project
Contract No. 9740

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time adjustment of an additional 60 calendar days is granted due to the revised and additional work to be performed under this contract.

The adjusted contract time of completion for this contract is 240 calendar days.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
Al Harwood w/att.
Jim McNamee w/att.
Bruce Walton w/att.

STATE OF OREGON

INTEROFFICE MEMO

TO: BRYANT JACKMOND
Contract Administration Engineer

DATE: July 16, 1984

FROM: Marion Craft
MARION CRAFT
Region Construction Engineer

SUBJECT: MOTORIST SERVICE SIGNING PROJECT
East Portland Freeway/Pacific Highway
Contract 9740

Attached is a time extension request from the contractor for a 60 calendar day extension due to late additions and revisions to the contract.

Jim McNamee has listed some pertinent dates and facts concerning the project, and recommends about 8 weeks of time to do the work added to the contract. This would be working days, so he is concurring in the 60 calendar day extension.

His analysis looks reasonable to me and I recommend we grant the 60 calendar day extension due to the late added work.

7-24-84

W.E. Schwartz –

I concur with Region & Project Manager and recommend a time extension of 60 C.D on this State Construction project due to the performance of added and revised work.

O.B. Jackmond

MC/gw
Attachment
cc Jim McNamee

CE...... CAE...... RECEIVED LS...... TC......
COE...... CM......
SA...... CC......
CA......
JUL 1[illegible] 1984
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MA......
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EEO...... SECTION FILE......

81-125-1387

172.

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 24-1

NOTED
H. S. COULTER

NOTED
H. S. COULTER

TO: James McNamee
Project Manager

DATE: April 11, 1984

FROM: L. E. George
Traffic Engineer

SUBJECT: Motorist Service Signing Section
East Portland Freeway & Pacific Highway
Contract No. 9740

Several days ago we discussed the possible stockpiling of several logo signs on the subject project.

In the meantime, a decision has been made to install the backboards without legend (except border). The contractor should drill the mounting holes in the sign panel for the proposed legend and deliver the legend to your office. You should send the legend to the proper District Maintenance Supervisor for storage until a logo is sold for that location.

At the present time the legend on signs 35, 37, 43, 44, 45, and 46 should not be installed at the time of installation.

Additional signs will be added to this list as applications are tabulated.

ORIGINAL SIGNED BY L. E. GEORGE

L. E. George
Traffic Engineer

ELS:dc

cc: H. S. Coulter
Jack Sollis
E. L. Hardt
M. Payne
W. W. Geibel

RECEIVED
STATE HWY ENGR
APR 16 '84
REFER TO
FOR
R/D D/R Act File

81-125-1387

1740

F

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 24-1

TO: FILE

DATE: April 10, 1984

Elmer L. Scofield

FROM: Elmer L. Scofield
Sign Design Specialist

SUBJECT: Sign Revisions
Motorist Service Signing Section
East Portland Freeway and Pacific Highway
Contract No. 9740

NOTED
H. S. COULTER

RECEIVED
STATE HWY ENGR
APR 11 '84
REFER TO
FOR
Info Inves R/D D/R Sign Act File

The Traffic Section has been negotiating with the office of James McNamee, Project Manager, to revise locations of the northbound "GAS", "FOOD" and "LODGING" logo backboards at the Foster Road interchange (EXIT 17).

A summary of the revisions to be made are as follows:

1. Sta. 525+50± Rt. - Remove existing "CARPOOL" sign and reinstall at Sta. "LN" 590+00 Lt.

2. Sta. 538+00± Lt. - Remove existing "GAS-FOOD-LODGING-NEXT RIGHT" sign and reinstall at Sta. "LN" 574+00 Lt.

3. Sta. 525+50± Rt. - Move sign 20 (GAS NEXT RIGHT) from Sta. "LN" 546+00 Lt. to this location.

4. Sta. 538+00± Lt. - Move sign 21 (FOOD NEXT RIGHT) from Sta. "LN" 574+00 Lt. to this location. Existing footing may be utilizied if they are adequate.

5. Sta. 546+00 Lt. - Move sign 22 (LODGING NEXT RIGHT) from Sta. "LN" 590+00 Lt. to this location.

This work is to be done by the contract as an extra work order.

ELS:dc

cc: H. S. Coulter
Jack Sollis
E. L. Hardt
M. Payne
James McNamee
C. O. Frederickson
Norm Cono
Brenda Holman

Contains Recycled Materials

ROAD DESIGN-HIGHWAY

DES 16

James McNamee
Project Manager

January 30, 1984

Donald R. Adams, P.E.
Final Design Engineer

Signing Revisions
Motorist Service Signing Project
East Portland Freeway and Pacific Highway
Multnomah & Clackamas Counties
Contract No. 9740

Following are permanent signing revisions to be completed on the subject contract:

(1) Add a 14'-0" x 11'-0" Type "B" "LODGING NEXT RIGHT" sign at Station "L" 427+90 right.

(2) Add a 14'-0" x 11'-0" Type "B" "FOOD NEXT RIGHT" sign at Station "LN" 483+45 left.

(3) Revise the legend on Sign No. 19 at Station "LN" 495+42 left from "FOOD NEXT RIGHT" to "LODGING NEXT RIGHT".

Additional concrete for the footings totals 3.26 cubic yards. Additional breakaway sign posts total 1,620.3 pounds.

Revised plan sheets 5, 11, & 12 will follow under separate cover.

DRA:mg

cc: C. O. Fredrickson
Edward Hardt

bc: A. R. Anderson mg

RECEIVED
FEB 1 1984
ROAD DESIGN SECTION

Versteeg
Anderson
Adams
Macnab
Steudenmayer
Turpin
Trout
Wakerlig

Do Not File ☐
Return To
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1983 Wilsonville-Hubbard Hwy. @ 9741
Arndt Road.
(Grading, paving & signals)

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

STATE COPY

REGION NUMBER 10	REPORT NUMBER 3	COUNTY Marion/Clackamas	DIVISION Oregon
DATE OF REPORT December 31, 1987		REPORT MADE BY David B. Carter; Area Engineer	PROJECT NO. HES-42(2)
COMPLETION DATE August 2, 1984	ACCEPTANCE DATE BY CONTRACT AGENCY July 9, 1985	TIME ELAPSED 210/210 = 100 %	CONTRACT TIME 180 calendar days 30 calendar day extension
APPROVED EXTENSIONS	LOCATION Intersection of the Wilsonville-Hubbard Hwy at ARNDT Rd.		

NOTE - *The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction involving Federal Funds, has been submitted.
*A copy of the State's materials certificate and the contractors final wage certificate are attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work*

WILSONVILLE-HUBBARD HWY AT ARNDT RD. SECTION
Wilsonville-Hubbard Highway
Grading, Paving, & Signals

This project provided for the construction of left-turn refuges, decleration lanes and the installation of a traffic signal at this intersection.

The final cost of the original contract items $121,593.23, or a 38.4 percent underrun of the contract bid amount of $197,963.10. The underrun is large as the treated base (Bid Item No. 10) and Asphalt Concrete paving (Bid Item No. 12) were deleted from the original contract bid items and were subsequently done by price agreement. The final cost of the project including all changes and construction engineering was $301,824.13.

A final inspection of the completed work was made on September 6, 1984.

A time extension of 30 calendar days was granted to the contractor due to the performance of extra additional work on the project.

All participating work has been completed.

###DBC###

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
JAN 7 '88
REFER TO
Fredrickson
FOR

cg
1/8

*NOTE: Note applicable for direct federal projects.

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE David B Carter		SIGNATURE	
TITLE Area Engineer	DATE 1/6/88	TITLE District Engineer A	DATE 1.6.88

FORM FHWA 1446B (Rev 1-67) PREVIOUS EDITIONS MAY BE USED.

97411

STATE COPY

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 12-107	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Marion - Clackamas
MODIFICATION NUMBER 6		Project Number HES-42(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 22, 1981, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 311,435.00	$ 320,442.00
Federal funds	$ 280,291.00	$ 288,397.00
Other revisions		

This modification is made for the following reasons: to include increase in construction costs and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 12TH day of DEC, 1985.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX For: Larry Rulien
By

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)
For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON DECEMBER 3, 1985

FEDERAL AID PROJECT NO. HES-42(2)

WILSONVILLE/HUBBARD HWY. @ N.E. ARNDT ROAD
CLACKAMAS AND MARION COUNTIES

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE PE
PRELIMINARY ENGINEERING

Preliminary Engineering	All Required	$ 23,000.00

TYPE CODE Y008
CHANNELIZATION (STA. 683+42 TO STA. 704+75)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Traffic Sig.					$ 2,598.00
Class C AC Mix	35.85				5,234.10
					$ 7,832.10

Increase	$ 7,832.10
Subtotal from estimate of January 30, 1985	202,822.91
Subtotal	$ 210,655.01
Engineering	31,597.99
Total	$ 242,253.00

TYPE CODE Y031
TRAFFIC SIGNALS (1 LOCATION)(STA. 694+35)

Total as on revised estimate of January 18, 1984	$ 55,189.00
Length of Project	0.00 mi.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 23,000.00	$ 20,700.00	$ 2,300.00
Channelization	242,253.00	218,027.00	24,226.00
Traffic Signals	55,189.00	49,670.00	5,519.00
Total	$ 320,442.00	$ 288,397.00	$ 32,045.00

Group 1	100%
Contract No.	9741
Prefix:	24-1993
Prefix:	C09741
Appn Code:	141

RLC:bkb

STATE COPY

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 2-24	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Clackamas & Marion
MODIFICATION NUMBER 5		Project Number HES-42(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 22, 19 81, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 303,605.00	$ 311,435.00
Federal funds	$ 273,244.00	$ 280,291.00
Other revisions		

This modification is made for the following reasons: to include construction and construction engineering cost increases.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of February, 19 85.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary C. Potter

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Oregon State Highway Division
Salem, Oregon January 30, 1985

Federal-Aid Project No. HES-42(2)

Wilsonville/Hubbard Hwy. @ N.E. Arndt Road
Clackamas and Marion Counties

REVISED PROJECT AGREEMENT ESTIMATE

Type Code PE
Preliminary Engineering

Preliminary Engineering	All Required	$ 23,000.00

Type Code Y008
Channelization (Sta. 683+42 to Sta. 704+75)

Subtotal from estimate of November 9, 198~~5~~4		$ 196,014.30
Additional Item: Repair Damaged Pavement (FA #1)		6,808.61
	Subtotal	$ 202,822.91
	Engineering	30,423.09
	Total	$ 233,246.00

Type Code Y031
Traffic Signals (1 Location)(Sta. 694+35)

Total as on revised estimate of January 18, 1984	$ 55,189.00
Length of Project	0.00 mi.

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	City Funds
Preliminary Engineering	$ 23,000.00	$ 20,700.00	$ 2,300.00
Channelization	233,246.00	209,921.00	23,325.00
Traffic Signals	55,189.00	49,670.00	5,519.00
Total	$ 311,435.00	$ 280,291.00	$ 31,144.00

Group 1 100%
Contract No. 9741
Prefix: 24-1993
Prefix: 24-1093
WH:bkb

STATE COPY

TO BE COMPLETED BY FHWA

MONTHLY TRANSACTION NUMBER 11-291

PROJECT REPORT NUMBER

MODIFICATION NUMBER 4

U.S. Department of Transportation
Federal Highway Administration

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

11 : 1

Form Approved; O M B No. 04-R2089

State Oregon

County Clackamas & Marion

Project Number HES-42(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 22, 1981, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 275,245.00	$ 303,605.00
Federal funds	$ 247,720.00	$ 273,244.00
Other revisions		

This modification is made for the following reasons:

To include increases in construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 20th day of November, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Wayne [illegible]

For Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON NOVEMBER 9, 1984

FEDERAL AID PROJECT NO. HES-42(2)

Wilsonville/Hubbard Hwy. @ N.E. Arndt Road
Clackamas and Marion Counties

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE PENG
Preliminary Engineering

Preliminary Engineering	All Required	$ 23,000.00

Type Code Y008
Channelization (Sta. 683+42 to Sta. 704+75)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Flagmen	$ 15.00	300	$ 4,500.00	532	$ 7,980.00
Extra for Asphalt Approaches	300.00	7	2,100.00	8	2,400.00
Cement in CTB (PA #1)	64.00	--	--	206.3	13,203.20
Cement Treated Subgrade (PA #2)	2.18	--	--	1,583.82	3,452.73
18-inch Culvert Pipe (PA #2)	35.00	--	--	56	1,960.00
		SUBTOTAL	$ 6,600.00		$28,995.93

Increase	$ 22,395.93
Subtotal from Esmtate of August 29, 1984	173,618.37
Subtotal	$196,014.30
Engineering	29,401.70
Total	$225,416.00

Type Code Y031

Traffic Signals (1 location) (Sta. 694+35)

Total as on Revised Estimate of January 18,1984	$ 55,189.00

Length of Project ------------------ 0.00 mi.

SUMMARY OF FUNDS (90%)

Description	Total Cost	Federal Funds	City Funds
Preliminary Engineering	$ 23,000.00	$ 20,700.00	$ 2,300.00
Channelization	225,416.00	202,874.00	22,542.00
Traffic Signals	55,189.00	49,670.00	5,519.00
	$303,605.00	$273,244.00	$30,361.00

Group 1: 100%
Contract No. 9741
Prefix: 24-1993
Prefix: 24-1093

WH:me

9741

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 10 - 276	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Marion
MODIFICATION NUMBER 3	10-1-84	Project Number HES-42(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties

and executed by the Division Administrator on July 22, 1981,

is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 275,245	$ 275,245
Federal funds	$ 275,245	$ 247,720
Other revisions		Appn Code 141

(Note: Additional Federal Funds collected - $25,224.50)

This modification is made for the following reasons:

"The project agreement executed 7-22-81, and modified on 1-24-84 and 8-31-84 is modified to decrease Federal-aid participation to 90 percent in accordance with P.L. 97-424, Section 145."

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary L. Potter

Manager, Program Section
(Title)

B~~y~~X For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ______________________
(Division Administrator)

For: Dale E. Wilken

WILSONVILLE/HUBBARD HWY @
ARNDT ROAD
MARION CO
24-1093

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

STATE COPY

TO BE COMPLETED BY FHWA

MONTHLY TRANSACTION NUMBER 9-18 ✓ 9-19

PROJECT REPORT NUMBER

MODIFICATION NUMBER 2

U.S. Department of Transportation
Federal Highway Administration

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

9-31-84

Form Approved; O M B No. 04-R2089

State OREGON

County CLACKAMAS & MARION

Project Number HES-42(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on July 22, 19 81, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 255,207	$ 275,245
Federal funds	$ 229,686	$ 247,720 *
Other revisions		

* See reverse side for Additional Provisions.

This modification is made for the following reasons: To include increase in construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 31st day of August, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~By~~ FOR: H. S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

JAN

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON AUGUST 29, 1984

FEDERAL AID PROJECT NO. HES-42(2)

WILSONVILLE/HUBBARD HWY. @ NE ARNDT ROAD SECTION
CLACKAMAS & MARION COUNTIES

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE PENG
RELIMINARY ENGINEERING

Preliminary Engineering	All Required	$ 23,000.00

TYPE CODE Y008
CHANNELIZATION (Sta. 683+42 to Sta. 704+75)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT	
Class B Asphalt Concrete Mixture	$ 15.20	2,300	$ 34,960.00	3,036.906	$ 46,160.97	
Asphalt Cement In Mixture	158.00	150	23,700.00	190.85	30,154.30	
SUBTOTALS			$ 58,660.00		$ 76,315.27	
					Increase	$ 17,655.27
			SUBTOTAL from Estimate of January 18, 1984			155,963.10
					SUBTOTAL	$ 173,618.37
					Engineering	23,437.63
					TOTAL	$ 197,056.00

TYPE CODE Y031
TRAFFIC SIGNALS (1 LOCATION)(Sta. 694+35)

TOTAL from revised estimate of January 18, 1984	$ 55,189.00

Length of Project Roadway --------------------- 0.00 mi.

SUMMARY OF FUNDS (90%)

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	CITY FUNDS
Preliminary Engineering	$ 23,000.00	$ 20,700.00	$ 2,300.00
Channelization	197,056.00	177,350.00	19,706.00
Traffic Signals	55,189.00	49,670.00	5,519.00
TOTAL	$ 275,245.00	$ 247,720.00	$ 27,525.00

Clackamas County 50%; Marion County 50%
(Reimbursement 100% $252,245.00 Public Law 97-424, S 145
Construction Phase Only).

Group 1: 100%
Contract No. 9741
Prefix: 24-1993
Prefix: 24-1093

WH:pf

9741

COPY

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State OREGON
MONTHLY TRANSACTION NUMBER 1-23342.34		County Clackamas Marion
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	
MODIFICATION NUMBER 1		Project Number HES-42(2)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on June 22, 1981, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 14,400.00	$ 255,207.00
Federal funds	$ 12,960.00	$ 229,686.00 *

Other revisions * SEE ADDITIONAL PROVISIONS ON BACK.

This modification is made for the following reasons: To include the Construction Costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 24th day of January, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary A. Potter

Manager, Program Section
(Title)

By FOR: H. S. Coulter

State Highway Engineer
(Title)

By ______________________

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ______________________
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

ADDITIONAL PROVISIONS

"The Federal-Aid participation is increased to 100 percent for reimbursement claims paid on or before September 30, 1984, in accordance with Pub. L. 97-424, Section 145. The additional Federal funds requested total $23,221.00. Claims paid after September 30, 1984, shall be at the regular Federal pro rata share of 90 percent."

Gen Files

Oregon State Highway Division
Salem, Oregon January 18, 1984

Federal-Aid Project No. HES-42(2)

Wilsonville/Hubbard Hwy. at N.E. Arndt Road Section
Wilsonville/Hubbard Highway
Clackamas & Marion Counties

REVISED PROJECT AGREEMENT ESTIMATE

Type Code PENG
Preliminary Engineering

Preliminary Engineering		All Required		$ 23,000.00

Type Code Y008
Channelization (Sta. 683+42 to Sta. 704+75)

Mobilization		All Required		$ 3,000.00
Temporary Protection and Direction of Traffic		All Required		1,500.00
Temporary Signs	166	Sq. Ft.	7.50	1,245.00
Temporary Barricades	4	Each	60.00	240.00
Temporary Plastic Safety Markers	20	Each	40.00	800.00
Flagmen	300	Hour	15.00	4,500.00
Clearing and Grubbing		All Required		4,000.00
General Excavation	2,431	Cu. Yd.	4.35	10,574.85
Finishing Roadbed and Slopes		All Required		2,000.00
Aggregate Shoulders	1,000	Ton	10.50	10,500.00
Treated Base	4,200	Ton	11.50	48,300.00
Class "B" Asphalt Concrete Mixture	2,300	Ton	15.20	34,960.00
Asphalt Cement in Mixture	150	Ton	158.00	23,700.00
18-inch Culvert Pipe	30	Lin. Ft.	15.00	450.00
Extra for Asphalt Approaches	7	Each	300.00	2,100.00
Delineators, Type 2	33	Each	14.75	486.75
Delineators, Type 3	12	Each	14.75	177.00
Removal of Existing Sign Installations		All Required		250.00
Wood Sign Posts		All Required		850.00
Signal Pole Mounts		All Required		700.00
Type "C" and "D" Signs in Place	80	Sq. Ft.	6.00	480.00
Type "U" Signs in Place	31	Sq. Ft.	14.50	449.50
Move and Reinstall Existing Signs		All Required		700.00
				$ 151,963.10

Anticipated Items

Permanent Pavement Striping	All Required		$ 3,500.00
Roadside Seeding and Mulching	All Required		500.00
			$ 4,000.00
		Subtotal	$ 155,963.10
		Engineering	21,054.90
		Total	$ 177,018.00

Type Code Y031
Traffic Signal (1 Location)(Sta. 694+35)

Traffic Signal Installation, Complete	All Required	$ 46,000.00

Anticipated Items

State Furnished Software	All Required		$ 700.00
Signal Controller Testing	All Required		1,425.00
Signal Turn-On	All Required		500.00
			$ 2,625.00
		Subtotal	$ 48,625.00
		Engineering	6,564.00
		Total	$ 55,189.00

Length of Project ----------- 0.00 mi.

SUMMARY OF FUNDS (90%)

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 23,000.00	$ 20,700.00	$ 2,300.00
Channelization	177,018.00	159,316.00	17,702.00
Traffic Signal	55,189.00	49,670.00	5,519.00
Total	$ 255,207.00	$ 229,686.00	$ 25,521.00

Clackamas County 50%; Marion County 50%

(Reimbursement 100% $232,207 Public Law 97-424, S145
Construction phase only)

Group 1	100%
Contract No.	9741
Prefix:	24-1993
Prefix:	24-1093

DAR:pf

TE CO L.

TO BE COMPLETED BY FHWA 8-33	**U.S. DEPARTMENT OF TRANSPORTATI** **FEDERAL HIGHWAY ADMINISTRATION** **FEDERAL-AID PROJECT AGREEMENT** 7-22-81	STATE Oregon COUNTY Marion PROJECT NO. HES-42(2)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

St. Rd., at Clackamas & Marion Co. Line

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING	7-9-81	0.0
RIGHTS-OF-WAY		
CONSTRUCTION		

OTHER *(Specify)*

FUNDS PRO RATA 90.0%

ESTIMATED TOTAL COST OF PROJECT $ 14,400.00	FEDERAL FUNDS $ 12,960.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)
By D H Moehring
Assistant State Highway Engineer
(Title)
By For: H.S. Coulter
State Highway Engineer
(Title)
By
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)
For: Dale E. Wilken

Date executed by Division Administrator JUL 22 1981

FORM PR-2 (REV. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway. agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen. File

Oregon State Highway Division
Salem, Oregon July 20, 1981

Federal Aid Project
No. HES-42(2)

Wilsonville-Hubbard Highway at Butteville Rd. Section
Wilsonville-Hubbard Highway in Marion County

PROJECT AGREEMENT ESTIMATE

Type Code PE
Preliminary Engineering

Preliminary Engineering	All Required	$14,400.00
	TOTAL	$14,400.00

Length of Project ---------- 0.0 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 14,400.00	$ 12,960.00	$ 1,440.00
Retain in Program Status			
Contract Work	145,600.00	131,040.00	14,560.00
TOTAL	$160,000.00	$144,000.00	$16,000.00

Group 1 100%
Prefix 24-1993

9741

November 21, 1985

Safeco Insurance Company
4101 S.W. Kruse Way
Lake Oswego, OR 97034

CON 5
#9741

On July 16, 1985, we wrote to you concerning release of final payment on Contract No. 9741 awarded to Porter W. Yett Company for work on the Wilsonville-Hubbard Highway at N.E. Arndt Road Section in Clackamas and Marion Counties.

Final payment on this contract is $7,437.38 and the total contract amount is $232,230.02 including $6,808.61 for work performed under force account.

Robert W. Gormsen
COMMISSION SERVICES

cc: Porter W. Yett Company
5949 N.E. Cully Blvd.
Portland, OR 97218

bc: C. O. Fredrickson
Walt Hart
Bill Anhorn

FKN:arc

NOTED ON CARD
11-21-85 ac

1

FORM 734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Wilsonville/Hubbard at Arndt Road

WEEK ENDING: Feb. 16, 1985

SECTION PREFIX: 24-1093

HIGHWAY: Wilsonville/Hubbard

COUNTY: Marion/Clackamas

NAME OF JOB: Arndt Road

KIND OF WORK: Grading, Paving, Signals

CONTRACTOR: Porter W. Yett Co.

CONTRACT NUMBER: 9741

FEDERAL AID PROJECT NUMBER: HES 0042002

DATE OF CONTRACT: December 22, 1983

DATE WORK STARTED: February 21, 1984

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 00 SUPERVISION: 0

SPECIFIED WORK DAYS: 000

WORK DAYS USED: 000

SPECIFIED CALENDAR DAYS: 180

CALENDAR DAYS USED: 210

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 117

PROJECT AUTHORIZATION: $ 232,207.49

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

EXCLUSIVE OF ENGINEERING: $ 213,794.56

ENGINEERING AUTHORIZATION: $ 18,412.93

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 232,467.63

ENGINEERING COST TO DATE: $ 60,000.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED PERCENT: OVERRUN UNDERRUN 8.7%

PERCENT OF AUTHORIZATION: 326%

DATE PROJECT WAS COMPLETED: August 2, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	Traf. Sig.
100	100	100	100	100	100	100

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.0	0.0	0.0	0.0	0.0
MILES PARTIALLY COMPLETED	0.0	0.0	0.0	0.0	0.0
MILES COMPLETED	0.0	0.0	0.0	0.0	0.0
TOTAL ESTIMATED QUANTITIES (CONTRACT)	2431.0cy	4200.0tn	0.0tn	0.0tn	2300.0tn
TOTAL QUANTITIES CORRECTED TO DATE	0.0cy	0.0tn	0.0tn	0.0tn	0.0sy
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	0.0cy	0.0tn	0	0.0tn	0
AVERAGE DAILY QUANTITIES					00.0tn
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

N/A

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT	00	00	00	00	00	00		

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	00	------------	---		
MONDAY	00	------------	---		
TUESDAY	00	------------	---		
WEDNESDAY	00	------------	---		
THURSDAY	00	------------	---		
FRIDAY	00	------------	---		
SATURDAY	00	------------	---		

CE F CAE .... RECEIVED LS...... TC......
COE.... OM....
SA...... CC......
OE .... FEB 20 1985 FE ...... CP ......
CA................
POC..............
CAM .... CONSTRUCTION OCS
EEO.............. SECTION FILE. ....

CONTR. NO: 9741 DATE: FEB 16, 1985

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

00 SUNDAY	No activity.
00 MONDAY	No activity
00 TUESDAY	No activity
00 WEDNESDAY	No activity
00 THURSDAY	No activity
00 FRIDAY	No activity
SATURDAY 00	No activity

REMARKS

STATUS: Project complete.
2nd Notice 8-4-84
Semi-final submitted to Region II, December 6, 1984, remaining
Semi-final Data sent to Region II February 13, 1985.
The 3rd Notification February 11, 1985.
THIS IS THE LAST REPORT!!!!!!!!!!!!!!!

VISITORS:

NEXT WEEK:

SIGNED LOCATION Salem

Arvey D. Nelson, PROJECT MANAGER

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP*F216

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

January 18, 1985

In Reply Refer to
File No. CON 5

Porter W. Yett Co.
5949 NE Cully Blvd.
Portland, OR 97218

Re: Time Extension Request
Wilsonville/Hubbard Highway @ Arndt Rd.
Contract No. 9741
FAP No. HES-42(2)

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time adjustment of an additional 30 calendar days is granted due to the performance of extra and additional work on the project.

The adjusted contract time of completion of this project is 210 calendar days. This will eliminate all liquidated damage under this contract.

W. E. Schwartz, P.E.
Ass't. State Highway Engineer
for Operations

bc:	C. O. Fredrickson	
	William Anhorn	w/att.
	Arvey Nelson	w/att.
	FHWA	w/att.
	Bruce Walton	

TE/131

Form 734-3122

STATE OF OREGON
HIGHWAY DIVISION
378-8529

INTEROFFICE MEMO

TO: Ted Litchfield
REGION CONSTRUCTION ENGINEER

DATE: October 31, 1984

REGION 2 OFFICE
RECEIVED
NOV 01 1984
RLO..... RQS.....
RE ..... RCE ✓ RME ..... ROM .....
RTS ..... RLS ..... RPC ..... RFS .....
RUS ..... RG ..... RSR ....

FROM: for Raymond D. Dillon
Arvey D. Nelson
PROJECT MANAGER

SUBJECT: ARNDT ROAD TIME EXTENSTION REQUEST
WILSONVILLE-HUBBARD HIGHWAY
AT ARNDT ROAD
Contract No. 9741

Submitted for your review is a Contractor's Request to increase contract time from 180 days to 210 days without the assessment of liquidated damages.

Work by this contract conisted of the installation of a traffic signal on the Wilsonville-Hubbard Highway at the Arndt Road Intersection. In addition to the signal, the existing highway was widened beginning 1,000 feet each side of the intersection to provide for left turn lanes and right turn refuges. With the widing complete, the final phase of work was placing an A.C. pavement overlay over the entire roadway area within the project limits.

The original project authorization cost total for this project was $232,207.49. However, with unanticipated Extra Work items, quantity Overrun and ect., a final project cost total is estimated to be $290,000.00.

Bids were received on this contract December 15, 1983, with 180 days specified to complete contract work. The calendar days allowed by contract specification expire July 3, 1984. Contract work, however, was not completed until August 2, 1984. With the August 2, 1984, completion 30 days of liquidated damages have been assessed this contract.

With the time extension request the contractor has noted three areas of work which are due extension consideration.

1. Unstable subgrade with widing excavation.
2. Extra Work removing and replacing existing failing pavement.
3. Design problems with existing pavement profiles in the overlay paving area.

Our comments and recommendation regarding the time extenstion request are noted:

1. During wet winter months the ground water table thru out the project area is at or near the existing ground elevation.

2. The subgrade problem was throughly discussed with the Region Construction Office, the Region Geologist and the Contractor.

W. E. Schwartz -

I concur with Region and Project Mgr. and recommend a 30 C.D. time extension due to the extra and added work done under P.A. 2, P.A. 3, and EWO 1.

81-128-1387

It was determined grading work would be discontinued until such time that subgrade conditions improved and fair weather could likely be predicted. It was further established that if fair weather subgrade problems were encountered they could be corrected at that time by cement treating the subgrade.

3. The Contractor resumed the subgrade excavation work on May 14, 1984. Areas of soft subgrade were encountered and corrected with a cement treatment by Extra Work. On May 31, the Contractor had completed the subgrade work as well as placing and finishing cement treated aggregrate base.

4. From the February 23 grading shut down thru to the May 14 resumption of grading work, no contract work was performed excepting the week of March 19 - 23. During this week the electrical subcontractor excavated and poured the traffic signal pole footing and the controller base.

5. Remove existing pavement-- the contractor removed areas of the existing pavement which were alligatored and failing by Extra Work the week of June 11 - 15. The removal work was purposely programed for a June 15 completion as this timing coincided with the final paving work which was scheduled to begin the following week.

6. Design problems existing profile-- to obtain a smooth profile and ride over the existing pavement we established a finished grade for the A.C. overlay by which the depth of A.C. varied from 1" to 4". We sugguested to the paving subcontractor a leveling course be placed thru the deep lift areas. The paving subcontractor responded by requesting an additional payment for the leveling which we could not justify. We then instructed the paving superintendent to forget the leveling and pave the varied depth overlay. We were also in disagreement with the paving contractor over allowing paving panel edges which were not on lane lines. It was the contractor's implication that due to our disagreements with the paving subcontractor, he was forced to abandon the scheduled June paving at Arndt Road. The paving subcontractor arrived on Monday July 16, and the paving work was completed Friday July 20th. With the July paving, the leveling lift was placed with out additional cost and the panel edges were pulled at the lanes lines as requested. We suspect the true reason the June paving was cancelled was that it allowed the paving contractor to complete other partially completed work which was on penalty before moving equipment out to pave our job.

In summary there is no question that a wet and unstable subgrade did not allow grading work to be performed for the 80 days from February 23, thru to May 14. It is also true, item Overruns and Extra Work (including work not mentioned by the contractor) did increase contract work. Final contract costs (excluding engineering) increased by 11 percent from 213,000 to 237,000.

I strongly recommend the 30 day time extension request be granted.

Noted for review is a chronological summary of project completion;

12/15/83	Bid received
12/22/83	Contract award
1/06/84	Start 180 day time charge
1/17/84	Pre-construction conference
2/21/84	Start work shoulder excavation at roadway widening.
2/23/84	Request Stop Work due to wet and pumping subgrade.
3/19-23/84	Excavate and pour signal pole footings and controller base.
5/14-31/84	Resume shoulder excavation for roadway widening. Soft subgrade requires cement treating by Extra Work. Place and finish cement treated aggregrate base.
6/01-15/84	Work on traffic signals. Set poles, and controller. Install conduit, "J" boxes and pull wire.
6/11-15/84	Extra Work removing and replacing areas of deteriorated existing pavement.
7/01-06/84	Miscellaneous traffic signal work.
7/03/84	Specified 180 days expire. Begin liquidated damages.
7/16-20/84	Started and completed paving this week.
7/22-23/84	Cutting traffic signal loops in new pavement.
7/25/84	Traffic signal turn on.
7/26-27/84	Installing signing.
7/30-31/84	Shaping shoulder rock and miscellaneous clean up.
8/02/84	Complete signing work. Project work complete. Issued second notification.

ADN:mm

W/Attachments

cc: Construction Engr. w/original order
and attachments described above.
Approval is recommended.
Remarks LOOKS LIKE MUCH OF THIS COULD HAVE BEEN HANDLED WITH PARTIAL SHUT DOWN ORDR

REGION II CONSTRUCTION ENGINEER

CE ...... CAE ...... RECEIVED LS ...... TC ......
COE ...... OM ...... SA ...... CC ......
CA .... DEC 6 1984 FE ....
CAM .... MA ....
CP .... CONSTRUCTION QCS ....
EEO .... SECTION FILE ....

9741

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: November 8, 1984

In Reply Refer to File No. CON 5

TO: Oregon Transportation Commission

ORIGINAL SIGNED BY WENDELL E. SCHWARTZ

FROM: H. S. Coulter, P.E., P.L.S.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Wilsonville-Hubbard Hwy. @ NE Arndt Rd. Section
Wilsonville-Hubbard Highway, Clackamas & Marion Counties
Contract No. 9741

This federal aid project has been completed and it is now apparent that the final cost will exceed the project authorization by $55,400 or 24 percent.

In order to complete the contract work within the specified time limit it was necessary for the contractor to begin grading work early in the Spring of 1984. Wet and unstable subgrade conditions hampered progress and it became necessary to treat the subgrade with cement in order to attain sufficient strength. It was also necessary to extend an existing culvert in the contract area. These items of work added more than $5,500 to the cost of the project.

The pavement which was to be overlayed was badly deteriorated and it was necessary to sub-excavate and repair many failed areas with asphalt concrete material. The repair of these areas added approximately $12,000 to the cost of the project. Placement of a thin leveling course of asphalt concrete to correct rutting and uneven surface of the existing roadway to be overlayed added another $14,000 to the cost of the project.

Minor revisions to the signal installation in order to incorporate recent improvements, and a minor overrun in flagging costs due to increased traffic exposure with the additional work added more than $6,000 to the cost of the project.

Construction engineering costs were increased by the necessity to properly inspect, monitor and document the additional work.

There are sufficient funds available in the category of work and all the increase, except $20,111.00, is eligible for federal participation.

I recommend that the authorization be increased by $55,400.00 to a new total of $287,607.49. This matter will be on the consent calendar for the November 20 meeting.

bc: Fred Miller   R. W. Gormsen   C. O. Fredrickson
V. E. Skoog   D. O. Christensen   George Bell

Form 734-3122

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO

FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: November 8, 1984

O. B. Jackmond

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Wilsonville-Hubbard Hwy. @ NE Arndt Rd. Section
Wilsonville-Hubbard Highway, Clackamas & Marion Counties
Contract No. 9741

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Minor revisions to the signal installation in order to incorporate recent improvements, and a minor overrun in flagging costs due to increased traffic exposure with the additional work added more than $6,000 to the cost of the project.

Construction engineering costs were increased by the necessity to properly inspect, monitor and document the additional work.

There are sufficient funds available in the category of work and all the increase, except $20,111.00, is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $55,400.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

NOTED
W. E. SCHWARTZ

cc: D. O. Christensen
B. M. Walton
Arvey Nelson
W. F. Cobine

RECEIVED
STATE HWY ENGR
NOV 7 '84
REFER TO
FOR

Info	[illegible]	R/D	D/R	Sign	Act	File

81-125-1387

Contains Recycled Materials

January 11, 1984

Porter W. Yett Company
5949 N.E. Cully Boulevard
Portland, OR 97218

CON 5
#9741

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

Contract No. 9741 for work on the Wilsonville-Hubbard Highway at N. E. Arndt Road in Clackamas and Marion Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

Encl.

cc: Safeco Insurance Company of America
4101 S.W. Kruse Way
Lake Oswego, OR 97034

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
C. O. Fredrickson (contract signature
Arvey Nelson pages attached)
L. E. George

STEVEN P. YETT, PRESIDENT

Phone 282-3251

PORTER W. YETT COMPANY

Contractors

5949 N. E. CULLY BLVD.

PORTLAND, OREGON 97218

December 20, 1983

State of Oregon
Department of Transportation
121 Transportation Building
Salem, Oregon 97310

Attn: Mr. Robert Gormsen

Subject: D.B.E. Participation
Wilsonville-Hubbard Hwy. at N. E. Arndt Rd.
Wilsonville-Hubbard Highway #9741
Clackamas and Marion County

Gentlemen:

We wish to advise your office that we will use Ed Galang Enterprises dba, Far East Construction on the above noted project to attain our assigned D.B.E. contract goal.

Ed Galang Enterprises dba, Far East Construction will do the contract hauling on items 8, 10 & 11 for an amount not to be less than $6,000.00.

Please advise our office if additional information is required.

Very truly yours,

Porter W. Yett Company

Steven P. Yett
Steven P. Yett, President

RECEIVED
DEC 21 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

STEVEN P. YETT, PRESIDENT
Phone 282-3251

PORTER W. YETT COMPANY

Contractors

5949 N. E. CULLY BLVD.
PORTLAND, OREGON 97218

December 20, 1983

State of Oregon
Department of Transportation
121 Transportation Building
Salem, Oregon 97310

Attn: Mr. Robert Gormsen

Subject: W.B.E. Participation
Wilsonville-Hubbard Hwy. at N. E. Arndt Rd.
Wilsonville-Hubbard Highway
Clackamas and Marion Counties

Gentlemen:

We wish to advise your office that we will use GAYNETCO, INC. on the above noted project to attain our assigned W.B.E. contract goals.

Following is a list of the items and unit prices that we will have Gaynetco, Inc. complete on this project.

Item No. , Description and Quantity		Unit Price	Total
3. Temporary signs	166 sq. ft.	$ 7.50	$1,245.00
4. Temporary barricades	4 each	60.00	240.00
5. Temporary plastic safety markers	20 each	40.00	800.00
16. Delineators, Type 2	33 each	14.75	486.75
17. Delineators, Type 3	12 each	14.75	177.00
18. Removal of existing sign installations	Lump Sum	250.00	250.00
19. Wood sign posts	Lump Sum	850.00	850.00
20. Sign pole mounts	Lump Sum	690.00	690.00
21. Type "C" and "D" signs in place	80 sq. ft.	6.00	480.00
22. Type "U" signs in place	31 sq. ft.	14.50	449.50
23. Move and reinstall existing signs	Lump Sum	680.00	680.00
			$6,348.25

Please advise if additional information is required.

Very truly yours,

Porter W. Yett Company

Steven P. Yett

Steven P. Yett, President

RECEIVED
DEC 21 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-42(2)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Marion

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10168

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE	8. FEDERAL ROUTE NUMBER	9. STATE ROUTE NUMBER
11/22/83	Primary 42	Primary 51

10. GENERAL LOCATION:

Wilsonville/Hubbard Highway at Arndt Road Section

11. GENERAL DESCRIPTION OF WORK

Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ XX OTHER *(Specify)* Program change

13. REMARKS

As requested by Mr. Swan's letter of 11/8/83 and Mr. Potter's letter of 11/21/83 I approve the program changes as follows:

1) Name of Project - From: Wilsonville/Hubbard Hwy at Butteville Road Section.
   To: Wilsonville/Hubbard Hwy at Arndt Road Section.
2) Appn Code --- Add "14M".
3) Character of Proposed Work --- Add "and Channelization".
4) Const. (Work Code) --- Add "Y008".
5) Project Data --- Add to 2) ... signal, channelization (requiring grade, drain and H-T pave to accomodate left turn lanes), adjust utilities ---.

RECEIVED
STATE HWY ENGR
DEC 2 '83
REFER TO Orig to Potter
FOH ✓
12/2

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE	15. SIGNATURE OF APPROVING OFFICIAL	16. TITLE
11/22/83	G. K.	for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-42(2)
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Marion

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 10168

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/22/83
8. FEDERAL ROUTE NUMBER Primary 42
9. STATE ROUTE NUMBER Primary 51

10. GENERAL LOCATION:

Wilsonville/Hubbard Highway at Arndt Road Section

11. GENERAL DESCRIPTION OF WORK

Grade, Pave and Signals

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Anticipated items as shown in your "PS&E" Estimate dated 11/8/83.

13. REMARKS

After concurrence in award you are authorized to proceed with the items listed above as shown in your Estimate as being cost-effective.

Mr. Potter's 11/22/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $295,760. Regular Federal-aid matching ratio, appropriation code 141 in amount of $266,184 and increased Federal share (PL 97-424 Section 145) appropriation code 14M in amount of $29,576.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
DEC 2 '83
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig to 12/2

14. DATE 11/22/83
15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner
16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

nig

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-42(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Marion

3. FROM
Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon

4. PROGRAM NO.

5. ITEM NO. 10168

6. TO
Mr. H. S. Coulter, State Highway Engineer
State Highway Division, ODOT
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11-10-83

8. FEDERAL ROUTE NUMBER Primary 42

9. STATE ROUTE NUMBER Primary 51

10. GENERAL LOCATION:
WILSONVILLE - HUBBARD HIGHWAY AT BUTTEVILLE ROAD

11. GENERAL DESCRIPTION OF WORK
Program Change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT OF WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program Change; See below

13. REMARKS

As requested in Mr. Swan's November 3, 1983 letter, I approve the revised Preliminary Engineering Costs to a TEC of $22,500; FF $20,250.

(Increase TEC $8,100; FF $7,290)

RECEIVED
STATE HWY ENGR
NOV 16 '83
REFER TO Potter
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Orig. to
11/17

14. DATE 11-10-83

15. SIGNATURE OF APPROVING OFFICIAL G. L. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)

PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO

Date: November 8, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED
D. E. SWAN

From: D.E. Swan, P.E.
Project Unit Engineer

Subject: Program Change
Item No. 10168
Project No. HES-42(2)
Wilsonville-Hubbard Hwy. @ Butteville Rd. Section
Wilsonville-Hubbard Hwy.
Marion County

I request your approval for a program change to increase scope of work as follows:

1) Appn Code --- Add "14M".

2) Character of Proposed Work --- Add "and Channelization".

3) Const. (Work Code) ---Add "Y008".

4) Revise Cost

Revise Cost	Total Estimated	Federal Funds	State Funds
P.E.	$ 20,300.00	$ 18,270.00	$ 2,030.00
Const.	299,700.00	269,730.00	29,970.00
Total	$ 320,000.00	$ 288,000.00	$ 32,000.00

5) Project Data --- Add to 2) ... signal, channelization (requiring grade, drain and H-T pave to accommodate left turn lanes), adjust utilities ---.

DRH:bkb
cc: L.E. George
C.O. Fredrickson (Region 2)
General Files

Form 734-3122

51

PROJECT PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

Marion Co.

SECTION Wilsonville/Hubbard Hwy @ Butteville Rd (Arndt Rd)	KEY ID#
	REGION 2

SURVEY AUTHORITY Hwy #51	AUTHORIZATION NO. 2	PREFIX 24-1993	DATE 10-28-83

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$	$ 8,500	915 AUDITS	$	$	933 SURFACE DESIGN	$	$ 900
902 CITIZEN'S INVOLVEMENT			916 PHOTOGRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT			918 LOCATION		2,200	935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		
905 FINAL DESIGN		3,500	920 PROGRAM MANAGEMENT		300	937 HYDRAULICS		
906 BRIDGE DESIGN			921 SPECIFICATIONS		2,000	938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES		100	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION		200	950 TRAINING		700
910 REGION GEOLOGIST		500	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION		3,000	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON			927 FREE BRIDGE DESIGN					
914 REGION UTILITY LIAISON		500	932 RAILROAD & UTILITIES		100			

TOTALS	$	$ 22,500
PREVIOUS AUTHORIZATION		$ 14,400
ADD. AUTH. REQUIRED		$ 8,100

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER
HES-42(2)

LOCATION ENGINEER'S REMARKS

RECEIVED
DEC 2 1983
ROAD DESIGN SECTION

Versteeg
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

Do not File
Return to
Bring Up
Action

Bring-up

PREPARED BY Donald Berg, Cost & records Spec	DATE 11-18-83	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE 11-28-83
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE 7-9-81 11-10-83	

734-1914 (7-82)

9741 51 N

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO
DES 16

TO: MEMO TO THE FILE

DATE: 11 October 1983

Lyle K. Watson

FROM: Lyle K. Watson
Final Design Supervisor

SUBJECT: Project Name Change

OK

It has been necessary to change the name of this project

FROM WILSONVILLE-HUBBARD HWY. AT BUTTEVILLE RD. SEC.

TO WILSONVILLE-HUBBARD HWY. AT N.E. ARNDT RD. SEC.

Scheduled ~~FEBRUARY, 1984~~ December 1983

cc: Region II
Environment
Project Management
Structures
Right-of-Way
Traffic
Location

1 Vemteeg ✓
2 Anderson
3 Adams
5 Macnab M
4 Stoudenmeyer
Turpin
7 Trout
6 Wakerlig

RECEIVED
OCT 11 1983
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

STATE OF OREGON
1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO.:

October 11, 1983

TRA 7-6

Raymond C. Klupenger
Klupenger's Nursery & Greenhouses, Inc.
24075 Klupenger Road N.E.
Aurora, OR 97002

Your recent letter commented on traffic conditions at the intersection of Butteville Road and the Wilsonville-Hubbard Highway and also inquired as to the status of proposed intersection improvements.

We have completed the design work and preparation of plans for a traffic signal and left-turn refuge construction at this intersection. Bids will be opened for the project at the December 15, 1983, bid opening.

Because winter weather conditions will probably prevent completion of the grading and paving portions of the work, it will not be possible to start the signal installation until next spring. The completion of the project, including the traffic signal, will be either in late May or early June 1984.

I know that sometimes we cannot move as rapidly as I would like to on our improvement work because of financial and budget restraints. The project that is planned and that will be completed next year will eliminate most of the type of accidents now occurring at this location and will provide improved safety conditions.

ORIGINAL SIGNED BY L. E. GEORGE

L. E. George
Traffic Engineer

LEG:ds

cc: Bernard Straight
Robert Hansen

bc: W. E. Schwartz
C. O. Fredrickson

RECEIVED
STATE HWY ENGR
OCT 12 '83
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

NOTED
W. E. SCHWARTZ

Form 734-3123

Klupenger's Nursery & Greenhouses, Inc.

24075 KLUPENGER RD. N.E. AURORA, OR 97002 (503)~~678~~632-2717 or 678-5519

Pres.
Joe Klupenger
Sec.
Ron Klupenger
Tres.
Ray Klupenger

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
OCT 5 '83
REFER TO
George
FOR

Info	Inves	R/D	D/R	Sign	Act	File
			X			

October 4, 1983

State Hiway Engineer
140 Transportation Building
Salem, OR 97310

Attn: Hwy. Engineer

Dear Sir:

I am writing about a severe condition that has existed for many years at the intersection of Arndt Road and State Hwy. 51.

Since my last letter, there have been 15 or 20 accidents on that intersection. A number of the signs have been tore out, including the stop sign on Arndt Road. This hiway is a major thoroughfare off I-5 heading to Hubbard and intersecting to hiway 99. They travel at speeds in excess of 60 mph and non-familiar people are not aware of the hazard.

In the last couple weeks there have been 2 critical accidents and one life lost at this intersection. Photos are enclosed from local papers. This is a severe hazard to even the innocent bystander pulling up to the intersection. Our family, as well as many other friends and local residents fear crossing this intersection.

The last response that I received from you, it was in your projections to develop a safer intersection. What I would like to know is within the 1983-84 year you are planning corrective action. If we don't have some immediate plans, we will take community action in petitioning that something be done at this intersection.

Please let us know as soon as possible what your plans will be.

Sincerely,

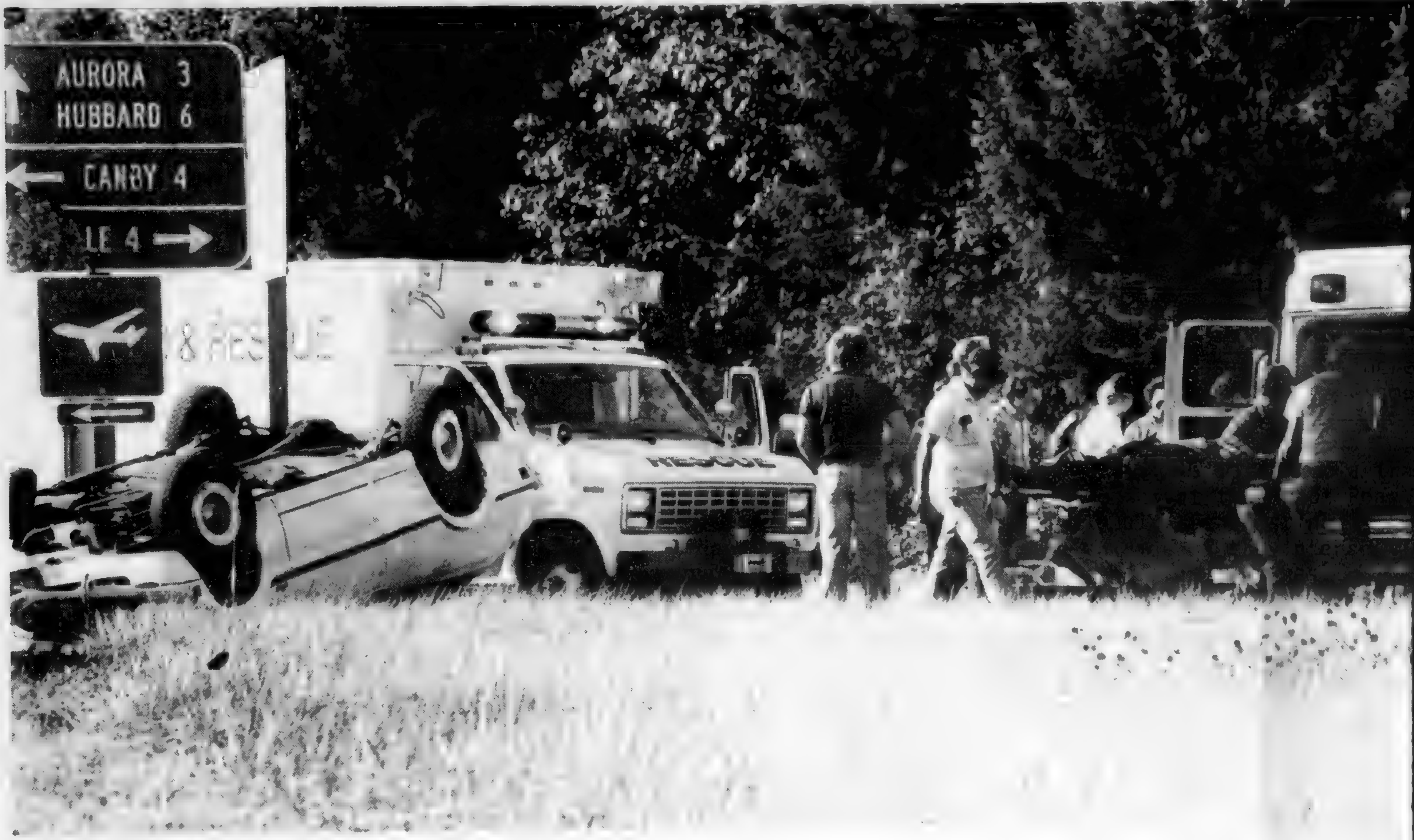
Ray

Raymond C. Klupenger

RCK:kmk

RECEIVED
OCT 6 1983
TRAFFIC ENGINEERING

Woodburn Independent, Woodburn,



Injury accident

Three people were injured in an accident on the Hubbard cutoff when a pick up truck driven by Joanne Erben of Cove failed to stop and crossed the path of Bonnie V. Pond of Aurora. Erben was treated and released from Meridian Park Hospital. Pond was released this week, and Lindsey Alexander Pond, 2 months, was transferred to Emmanuel H pediatric intensive care unity where he is listed in stable condi receiving head injuries in the accident. (Photo by Flo Lee)

The Canby Herald, Canby, Oregon, Wednesday, September 28, 1983—Page 3

Infant fatally injured in accident

A 1½-month-old infant was fatally injured Sept. 15 following a three-car accident at the intersection of the Wilsonville-Hubbard Cutoff and Arndt Road.

Patricia Esquivel of 267 4th St., Hubbard, was killed in the accident which occurred at about 8:10 p.m.

Injured in the accident was driver Chrisencia Esquivel, 21, and passengers, Martin Esquivel, 19, Tomasita Esquivel, 1, and Faustina Gonzalez, 63, all of 267 4th St. in Hubbard. The driver of the second car, Joseph Smith, 52, of Tualatin, and his passenger, Michael Carlino, 18, of Lake Oswego, also were injured.

Laurie L. Boyce, 18, and Lowell Boyce, 27, of Aurora, occupants of a third car were not injured.

A report from the Oregon State Patrol said the car driven by Smith had crossed the Wilsonville-Hubbard intersection heading west on Arndt Road. The car driven by Chrisencia Esquivel, which was southbound on the cutoff struck the car driven by Smith. Both vehicles then hit the car driven by Laurie Boyce, who was stopped at the intersection in the eastbound lane of Arndt Road.

No citations have been issued, pending an investigation by the Oregon State Patrol.

ard cutoff when a
stop and crossed
ated and released
eek, and Lindsey

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Klupenger's Nursery & Greenhouses, Inc.
24075 KLUPENGER RD. N.E. AURORA, OR 97002 (503)~~678~~ 632-2717 or 678-5519

Pres.
Joe Klupenger
Sec.
Ron Klupenger
Tres.
Ray Klupenger

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR

OCT 5 '83

REFER TO
George
FOR

Info	Inves	R/D	D/R	Sign	Act	File
			X			

October 4, 1983

State Hiway Engineer
140 Transportation Building
Salem, OR 97310

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Please let us know as soon as possible what your plans will be.

Sincerely,

Ray

Raymond C. Klupenger

RCK:kmk

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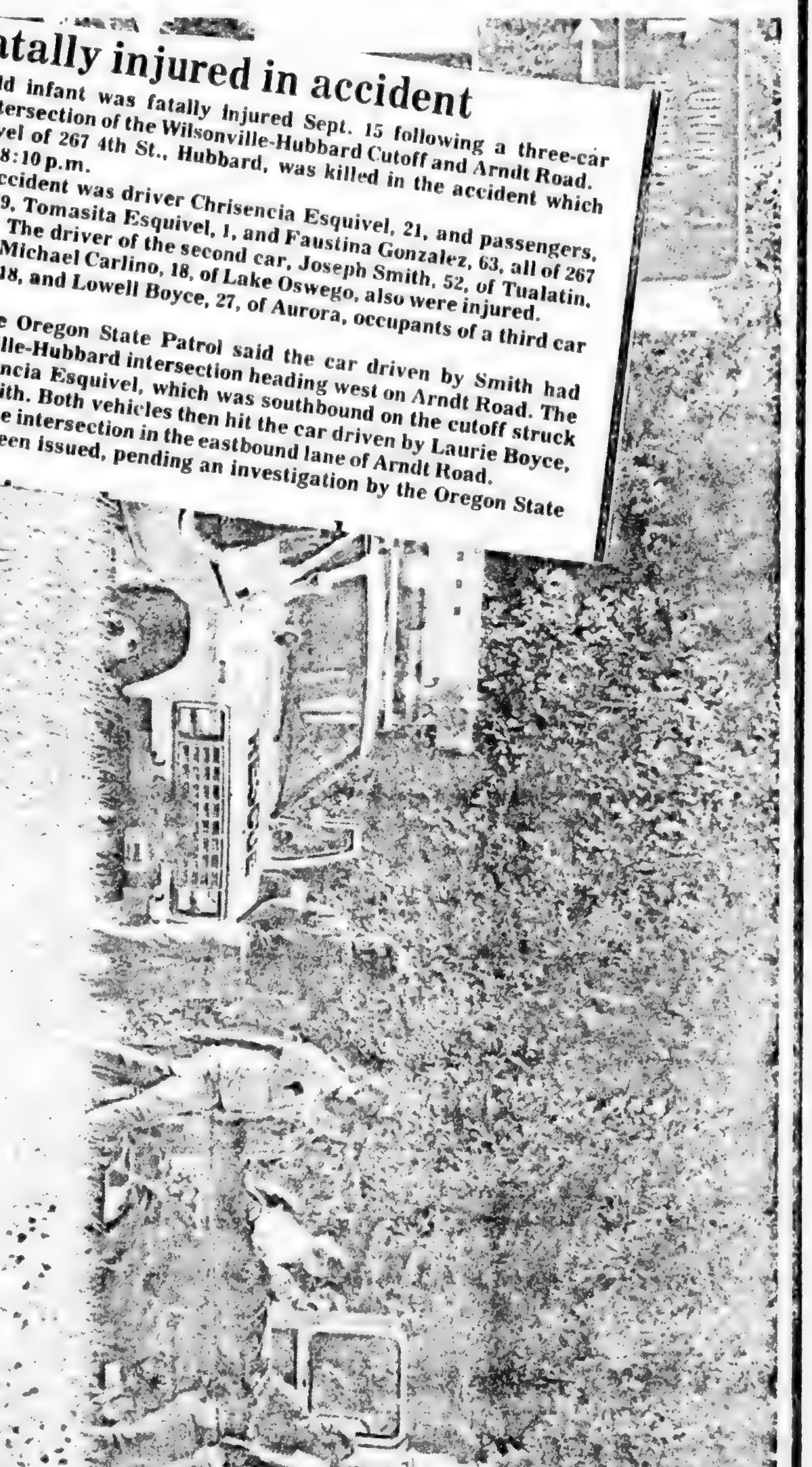
who was stopped at the intersection in the eastbound lane of Arndt Road.
No citations have been issued, pending an investigation by the Oregon State
Patrol.



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7741

STATE OF OREGON

LOCATION UNIT

INTER-OFFICE MEMO 51

LOC 11

TO: L. E. George
Traffic Engineer

DATE: March 18, 1983

FROM: Frank Terpin
Location Engineer P.E.P.

SUBJECT: Wilsonville-Hubbard Hwy. @ Butteville Rd.
Wilsonville-Hubbard Highway
Marion and Clackamas Counties

The original estimate on this project of $399,170 exceeded the HES funding by approximately $200,000.

The Region Traffic Supervisor reviewed the project and recommended that the southbound left-turn storage be reduced from 250 to 200 feet and that the northbound left-turn storage be reduced from 250 to 100 feet. Also, the 100-foot turning radius at the intersection be reduced to 55 feet.

The estimated cost of the project with these revisions is $354,131, which is a $45,000 reduction but still exceeds the present funding.

We request a determination be made as to whether additional funding can be justified on this project.

AH:ja

cc J. H. Versteeg
C. O. Fredrickson

1 Versteeg
Anderson
2 Adams
Macnab
3 Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
MAR 2 1 1983
ROAD DESIGN
SECTION

Do
Re
Br
Action

Return Discuss Do File Due
By FINAL DESIGN ENGINEER

REFERRED TO
Watson W Mann
Cole Stoudenmeyer
Eriksen King
Beard Dorn Leu
Return Discuss Do File Due
By FINAL DESIGN ENGINEER

81-125-1387

Contains Recycled Materials

GENERAL FILES

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

RECEIVED
STATE HWY ENGR
JUN 14 '82
REFER TO
FOR
Info Inves R/D D/R Sign Act File

NOTED
W. E. SCHWARTZ

June 1, 1982

Ray Klupenger
Klupenger's Nursery &
Greenhouses, Inc.
24075 Klupenger Rd. N.E.
Aurora, OR 97002

Dear Ray:

Your letter of May 21 requesting a flashing beacon at the intersection of Butteville Road (Arndt Road) with the Wilsonville-Hubbard Highway was received. You requested a flashing beacon at this location. This intersection has been the subject of considerable study and in March of 1981 it was determined that the most appropriate improvements would be to channelize this location to provide a left-turn refuge and to provide a fully actuated signal for the proper protection of the roadway users. The Transportation Commission approved these proposed improvements in January of 1982.

This project is scheduled for Fiscal year 1984 (July 1, 1983 - June 30, 1984) and, in the event that appropriate opportunities to construct this signal come up before then, it will be considered for earlier implementation.

Your are correct that we informed you on November 5, 1975 that a flashing beacon was warranted. An increasing traffic volume including a high percentage of vehicles left turning southbound to eastbound indicated that a flashing beacon would be inadequate. We sincerely appreciate your concerns for the safety of the transportation system and regret that the unavailability of funds has prolonged appropriate improvements to your transportation system.

Sincerely,

David R. Weaver
TRAFFIC OPERATIONS SUPERVISOR

DRW:ct

bc: W.E. Schwartz
R.A. Kuehn

734-1867

Klupenger's Nursery & Greenhouses, Inc.

Pres.
Joe Klupenger

Sec.
Ron Klupenger

Treas.
Ray Klupenger

RHODODENDRONS — AZALEAS — CONIFERS
OTHER FLOWERING SHRUBS — FLORIST PLANTS

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AURORA
(503) 678-5519

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Society of American Florists
Member of FTD
International Plant Propagators Society

Attention: Highway Engineers
State Highway Department
Salem, Oregon

May 21,1982

Dear Sirs:

This letter concerns a follow-up from about 7 years ago, regarding the intersection of the Hubbard access highway off the freeway and Arndt road, (Butteville Road). Since that time there has been numerous accidents, including one with my wife and kids about 3 years ago. I am not sure what the State accident report forms show, but it could average 2 accidents per month involving high speed traffic from the freeway. There has been numerous occasions that I have seen myself where bodies were lying all over the ground. The traffic flow is increasing year after year. Anyone not familiar with the criticalness and poor vision from the tall grass puts their life in their hands crossing that intersection.
7 years ago you said that it was on the board under second priority to put a caution light at that intersection. We have never seen anything happen to improve the situation. If it takes a petition of the people in the area, then we will do that. Everyone has fear crossing the Hubbard highway. What can be done?

Sincerely:

R.C. Klupenger
Ray Klupenger

RK/vbk

RECEIVED
STATE HWY ENGR
MAY 24 '82
REFER TO
Frederickson
FOR
Info Inves R/D D/R Sign Act File

Orig to
5-24-82

[illegible] 7-16-81 51

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Wilsonville - Hubbard Hwy. @ Butteville Rd. (Arndt Rd.)

HIGHWAY NAME: Wilsonville - Hubbard Hwy.

HIGHWAY NUMBER: 51

REGION 2	ADMINISTRATIVE DISTRICT 3	COUNTY Marion/Clackamas	CITY

LENGTH: 0.1

MILEPOST NUMBER TO

☒ RURAL ☐ URBAN

LOCAL GOVERNMENT PROJECT? ☐ YES ☒ NO

IF YES, UNIT OF GOVERNMENT

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER Title 2 Hazard Elimination

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☒ GRADING ☒ PAVING ☐ STRUCTURE ☐ SIGN ☒ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Install multi-phased traffic signal at the intersection of the Wilsonville - Hubbard Hwy. with Butteville Rd. (Arndt Road). This will require channelization of the Wilsonville - Hubbard Hwy.

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 7800 (1979 ADT)

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 15000 (2000 ADT)

LEVEL OF SERVICE		A	B	C	D	E	F
	EXISTING	☐	☒	☐	☐	☐	☐
	PROPOSED	☐	☐	☒	☐	☐	☐

DESIGN SPEED (MPH): 55

DESIGN STANDARDS: AASHTO

TRAFFIC ANALYSIS: ☒ LIGHT ☐ MEDIUM ☐ HEAVY

APPROVED
Frank E. [illegible]
Location Engineer
Date 7-16-81

FORM 734-1730 (12-78) Page 1

3 - FEATURES

	EXISTING UMBER AND WIDTH	PR OSED NUMBER AND WIDTH
TRAVEL LANES	2 - (12)	2 - (12)
SHOULDERS	2 - (10)	2 - (4)
MEDIANS		1 - (14)
PARKING LANES		— — —
SIDEWALKS		— — —
BIKEWAYS		— — —
INTERCHANGES		— — —
OTHER:		

	YES	NO	MAYBE		YES	NO	MAYBE
Channelization	☒	☐	☐	Right of Way (cont.) Improvements	☐	☒	☐
Frontage Roads	☐	☒	☐	Access Control	☐	☒	☐
Traffic Signals	☒	☐	☐	Railroad Crossing	☐	☒	☐
Signing	☒	☐	☐	At Grade	☐	☒	☐
Illumination	☐	☒	☐	Separated	☐	☒	☐
Structures	☐	☒	☐	Railroad Encroachment	☐	☒	☐
Stage Construction	☐	☒	☐	Permits	☐	☒	☐
Pedestrian Crossing	☐	☒	☐	Conditional Use	☐	☒	☐
Rest Area	☐	☒	☐	Flood Plain	☐	☒	☐
Truck Scale Site	☐	☒	☐	Irrigation District	☐	☒	☐
Landscaping	☐	☒	☐	Water District	☐	☒	☐
Drainage	☐	☒	☐	Drainage District	☐	☒	☐
River ____________	☐	☒	☐	Div. of State Lands	☐	☒	☐
Stream ____________	☐	☒	☐	Dept. of Geology & Min. Ind.	☐	☒	☐
Storm Sewer	☐	☒	☐	Corps of Engineers	☐	☒	☐
Sanitary Sewer	☐	☒	☐	Coast Guard	☐	☒	☐
Right of Way	☐	☒	☐	DEQ NPS Air Pollution	☐	☒	☐
Simple Acquisition	☐	☒	☐	DEQ NPS Water Pollution	☐	☒	☐
Complex Acquisition	☐	☒	☐	Building	☐	☒	☐
Relocations	☐	☒	☐	Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

		NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐
Environmental Assessment	☐	☒	☐
Statewide Assessment	☒	☐	☐
Negative Declaration	☐	☒	☐
Environmental Impact Statement	☐	☒	☐
4-F Statement	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐
Public Hearing ______________	☐	☒	☐
Borrow Source	☐	☒	☐
Material Source	☐	☒	☐
Utilities	☒	☐	☐

Type ______________________________

	YES	NO	MAYBE
Hydraulics Study	☐	☒	☐
Soils Investigation	☐	☒	☐
Airport Clearance	☒	☐	☐
Economic Analysis	☐	☒	☐
Requires Field Survey	☒	☐	☐
Old Survey Available	☐	☒	☐
Requires Vicinity Map	☒	☐	☐
Requires Photogrammetry	☐	☒	☐
Requires Reconnaissance Survey	☐	☒	☐
Reconnaissance Available	☐	☒	☐
Design Review	☐	☒	☐

4 - WORK ITEMS

		TO BE PERFORMED BY		
		APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING		☐	☒	☐
RIGHT-OF-WAY	N/A	☐	☐	☐
CONSTRUCTION ENGINEERING		☐	☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	( )	1
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	3

RECOMMENDED CONSTRUCTION DATE ______________ (Region) [redacted] ______________ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

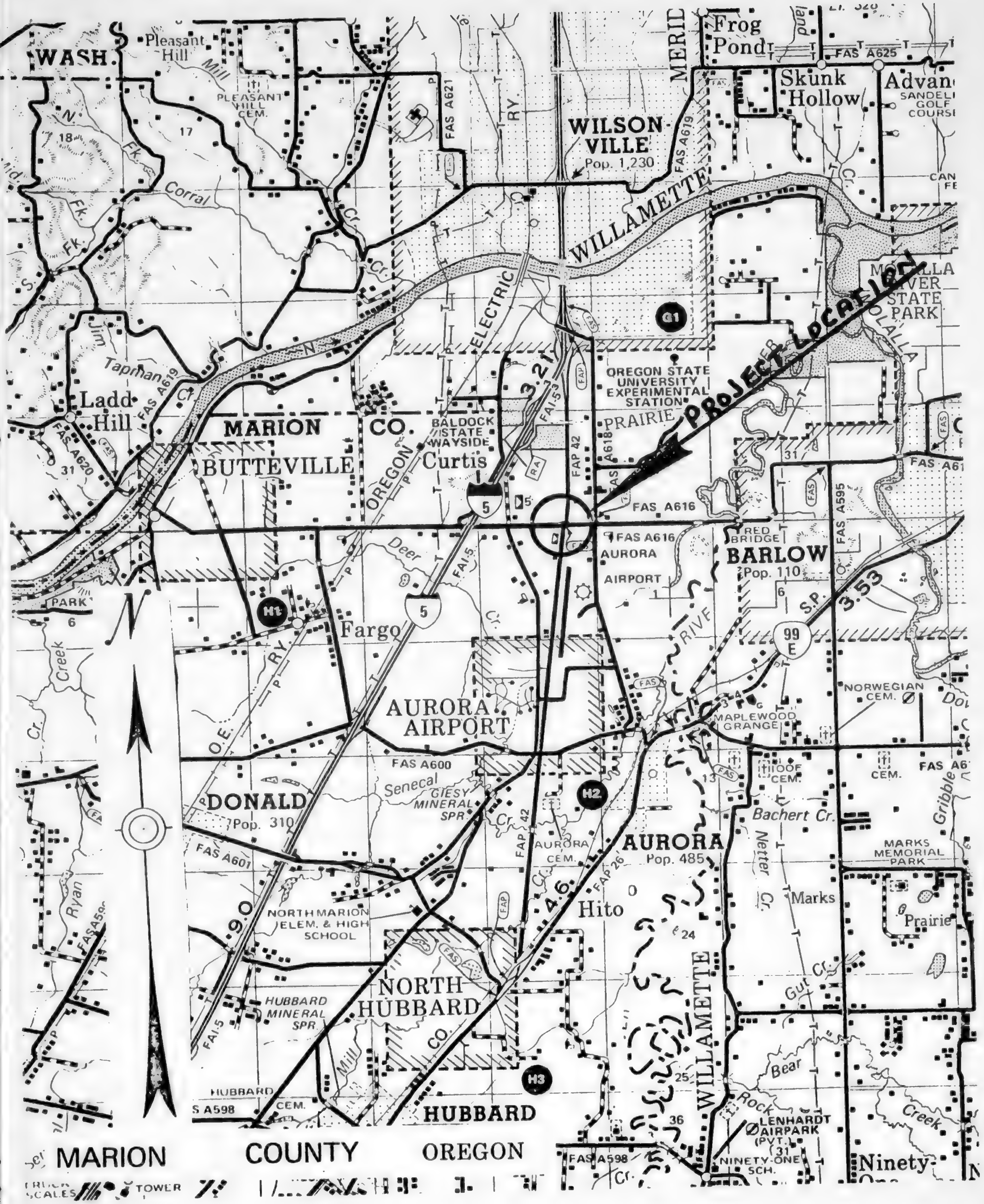
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING		14,400
RIGHT OF WAY		
TRAFFIC CONTROL		75,000
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		39.000
OTHER ______		
ENGINEERING & CONTINGENCIES		34.000
PROJECT TOTAL	$160.000	$162.400

SUBMITTED BY ______



PROJECT LOCATION
WASH.
Pleasant Hill
PLEASANT HILL CEM.
Frog Pond
Skunk Hollow
FAS A625
SANDELIE GOLF COURSE
WILSON-VILLE
Pop. 1,230
FAS A621
FAS A619
WILLAMETTE
ELECTRIC RY.
MOLALLA RIVER STATE PARK
MOLALLA
G1
OREGON STATE UNIVERSITY EXPERIMENTAL STATION
PRAIRIE
Corral Cr.
Tapman Cr.
Ladd Hill
FAS A620
MARION CO.
BUTTEVILLE
BALDOCK STATE WAYSIDE
Curtis
OREGON
FAI-5
FAP 42
FAS A618
3.21
5
FAS A616
RED BRIDGE
BARLOW
Pop. 110
AURORA AIRPORT
PARK
Deer Cr.
H1
Fargo
O.E. RY.
3.53
S.P.
99E
NORWEGIAN CEM.
MAPLEWOOD GRANGE
FAS A600
DONALD
Pop. 310
Senecal
GIESY MINERAL SPR.
H2
AURORA CEM.
AURORA
Pop. 485
FAP 26
IOOF CEM.
CEM.
Bachert Cr.
Netter Cr.
MARKS MEMORIAL PARK
Marks
Prairie
Gribble
FAS A601
9.0
4.6
Hito
NORTH MARION ELEM. & HIGH SCHOOL
NORTH HUBBARD
HUBBARD MINERAL SPR.
Mill Cr.
CO.
Gut Cr.
Bear Creek
Rock
LENHARDT AIRPARK (PVT.)
H3
HUBBARD CEM.
FAS A598
HUBBARD
NINETY-ONE SCH.
Ninety-
Ryan
Creek
N
TRUCK SCALES
TOWER

MARION COUNTY OREGON

U. S. DEPARTMENT OF TRANSPORT ION
FEDERAL HIGHWAY ADMINIST ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. HES-42(2)
2. STATE PROJECT NO. See below
2A. COUNTY NAME Marion
3. FROM Dale E. Wilken, Division Administrator
FHWA - Oregon Division
4. PROGRAM NO.
5. ITEM NO. 10168
6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 7/9/81
8. FEDERAL ROUTE NUMBER Primary 42
9. STATE ROUTE NUMBER Primary 51
10. GENERAL LOCATION: Wilsonville - Hubbard Highway at Butteville Road Section
11. GENERAL DESCRIPTION OF WORK Preliminary Engineering
12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☒ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION TEC $14,400 - F.F. $12,960
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Swan's letter of June 19, 1981.

RECEIVED
STATE HWY ENGR
JUL 16 '81
REFER TO Mockring
FOR

Info	Inves	R/D	D/R	Sign	Act	File

7/16

14. DATE 7/9/81
15. SIGNATURE OF APPROVING OFFICIAL
16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 19, 1981

In Reply Refer to
File No.:

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

FROM: D. E. Swan
Operation Programming Engineer

SUBJECT: Project Data Submission
Item No. 10168
Project No. HES-42 (2)
Wilsonville - Hubbard Hwy. @ Butteville Road Section
Marion County

Attached data consists of PR-1 forms with project maps, Authority For Survey, Investigation Report, Traffic Signal Warrants, Collision Diagrams, other traffic data, pictures and sketch map.

I request the following:

1) Concurrence that this project qualifies for the "Timesavings Procedures" enumerated in FHPM 8-2-3.

2) Concurrence that this project falls under the Statewide Categorical Exclusions approved by FHWA 2-25-80 satisfying the requirements of FHPM 7-7-2.

3) Authorization to proceed with all phases of preliminary engineering work necessary to obtain PS&E approval at an estimated total cost of $ 14,400 with an obligation of $ 12,960 in Federal Funds.

The section of highway containing this intersection would rank 150th by computation on the Rural Priority previously submitted to FHWA.

DRH/lms
Attachments

cc: L.E. George
C.O. Fredrickson
General Files

PRO 6

STATE OF OREGON **INTEROFFICE MEMO**

TO: H. S. Coulter
State Highway Engineer

DATE: March 31, 1981

FROM: L. E. George
Traffic Engineer

SUBJECT: Proposed Title II Hazard Elimination Project

A project has been requested to install multi-phased traffic signals on the Wilsonville-Hubbard Highway at Butteville Road in Marion County.

Construction will be by contract with State Forces performing all phases of engineering.

In summary:

Jurisdiction	Project Name	Total Cost	Federal Funds	State Funds
State	Wilsonville-Hubbard Hwy. @ Butteville Rd. Marion County	$160,000	$144,000	$16,000

The project has been investigated and is eligible for funding under the Title II Hazard Elimination Program. We recommend your approval and request that you authorize this project under delegated authority.

L. E. George
Traffic Engineer

NOTED
L. E. GEORGE

RHB:er
Attachment

APPROVED:

H S Coulter
State Highway Engineer

Date: 4/2/81

1981
TRAFFIC ENGINEERING

RECEIVED
STATE HWY ENGR

APR 1 '81

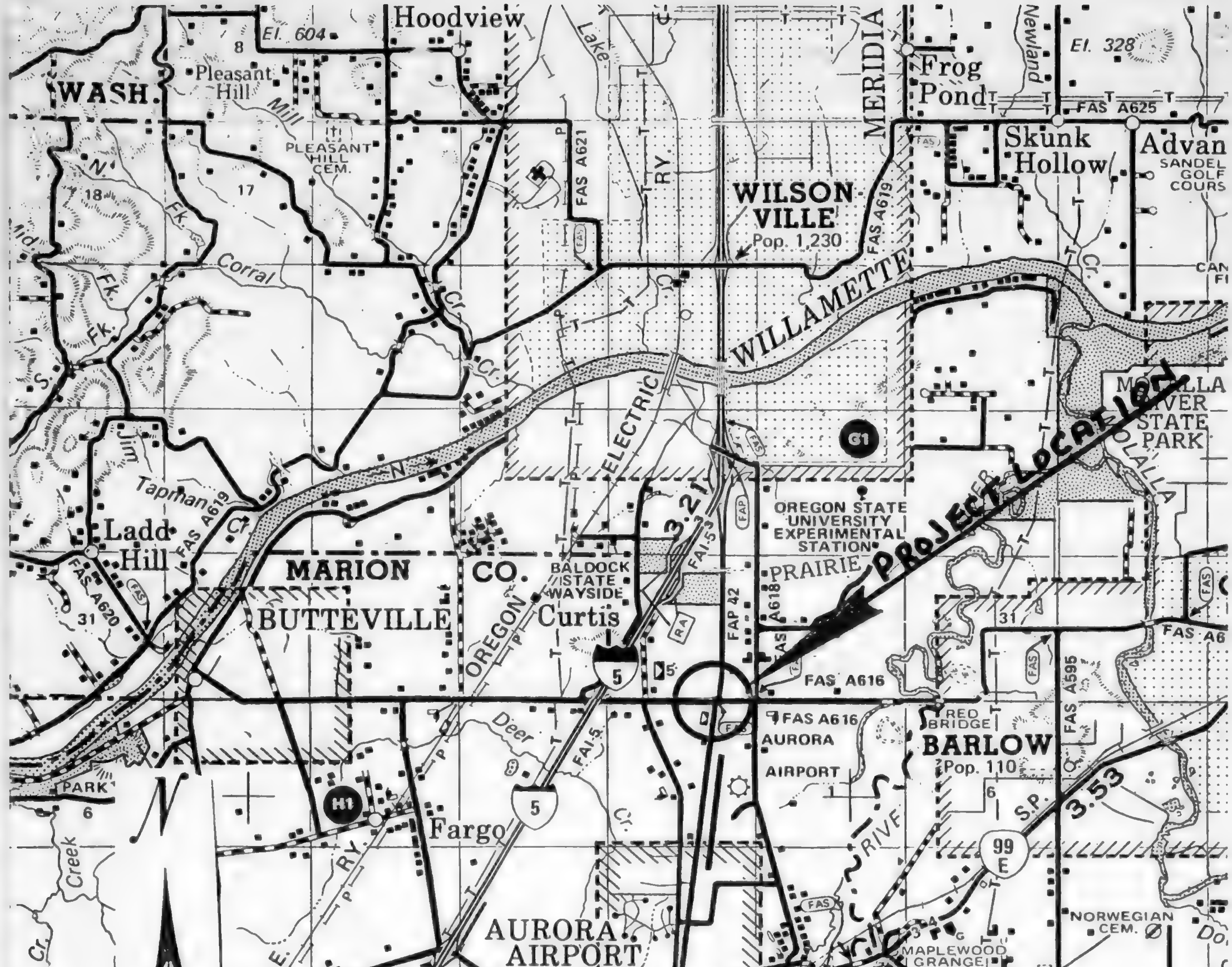
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

Contains Recycled Materials
81-125 1587

SP*79683-1.


Hoodview
El. 604
WASH.
Pleasant Hill
PLEASANT HILL CEM.
Mill
N. Fk.
Corral
Cr.
Lake
RY.
FAS A621
WILSON VILLE
Pop. 1,230
MERIDIA
Frog Pond
Newland
El. 328
FAS A625
Skunk Hollow
Advan
SANDEL GOLF COURS
FAS A619
WILLAMETTE
ELECTRIC
G1
MOLALLA RIVER STATE PARK
PROJECT LOCATION
Tapman
Ladd Hill
FAS A619
FAS A620
MARION CO.
BUTTEVILLE
OREGON
Curtis
BALDOCK STATE WAYSIDE
3.21
FAI-5
FAP 42
OREGON STATE UNIVERSITY EXPERIMENTAL STATION
PRAIRIE
A618
FAS A616
RED BRIDGE
BARLOW
Pop. 110
FAS A595
AURORA AIRPORT
Deer
5
H1
Fargo
PARK
Creek
O.E. RY.
3.53
S.P.
99 E
RIVER
AURORA AIRPORT
FAS A600
NORWEGIAN CEM.
MAPLEWOOD GRANGE
IOOF CEM.
CEM.
FAS A6
Senecal
GIESY MINERAL SPR.
DONALD
Pop. 310
FAS A601
H2
AURORA CEM.
AURORA
Pop. 485
Bachert Cr.
Netter Cr.
MARKS MEMORIAL PARK
Gribble
Ryan
9.0
4.6
FAP 26
Hito
Marks
Prairie
NORTH MARION ELEM. & HIGH SCHOOL
NORTH HUBBARD
HUBBARD MINERAL SPR.
CO.
Mill
Gut Cr.
Bear
Creek
H3
HUBBARD CEM.
FAS A598
HUBBARD
WILLAMETTE
Rock
LENHARDT AIRPARK (PVT.)
NINETY-ONE SCH.
Ninety-One
FAS A598
TOWER
MARION COUNTY OREGON

OREGON STATE
HIGHWAY DIVISION

REGION 2

2960 E. STATE STREET • SALEM, OREGON • 97310 • Phone 378-2626

ROBERT STRAUB
XXXXXXXXXXX
GOVERNOR

F. B. KLABOE
Administrator of Highways

November 28, 1977

RECEIVED
STATE HWY ENGR
NOV 30 '77
REFER TO
FOR
Info Inves R/D D/R Sign Act File

NOTED
H.S.COULTER

Aristo-Aire Inc.
P.O. Box 365
Wilsonville, OR 97070

Attn: M. T. Wooster
Marketing Mgr.

18C-H

Dear Mr. Wooster:

Thank you for calling our attention to the intersection of Butteville Road and the Wilsonville-Hubbard Highway. You had suggested traffic control signs, a blinker or part-time speed restrictions on this portion of highway.

There are appropriate traffic control signs in advance of this intersection which are in compliance with the "Uniform Manual of Traffic Control Devices." The suggestion of a flashing beacon is appropriate. We have this intersection designated for a red flashing beacon for Butteville Road traffic and a flashing yellow beacon for the Wilsonville-Hubbard traffic. As funding becomes available for minor improvements such as this, it will be installed.

Part-time speed restrictions have met with little success historically. Enforcement is difficult and courts have been reluctant to enforce such regulations. Motorists often fail to note the part-time restriction.

You specifically referred to more then one fatal accident at this intersection. A review of reported motor vehicle accidents, injuries and fatalities at this intersection from January 1, 1967 through July 31, 1977, indicates one fatality occurring in 1975. As the regional traffic engineer discussed with your staff, we would very much like to be informed if our statistical base is incorrect.

Again, I would like to thank you for expressing your concern regarding the safety of Oregon motorists in this area. I would like to reassure you that the Oregon State Highway Division continuously monitors traffic performance, volumes and accidents at all locations on the state highway system and improvements are scheduled as funding and needs dictate.

Sincerely,

John W. Sheldrake
REGION II ENGINEER

DW/lea
cc: H. S. Coulter ✓

ARISTO-AIRE
INCORPORATED
"THE IDEA COMPANY"

RECEIVED
STATE HWY ENGR
NOV 14 '77
REFER TO
orig to
FOR
Info | Inves | R/D | D/R | [illegible] | Act | File
✓

November 9, 1977

Oregon State Highway Dept.
Department of Safety
Salem, Oregon 97310

Subject: Traffic Control Signs or Blinker needed at the intersection of Butteville Road and Old Highway 99 South (Traffic off Canby-Hubbard Exit I-5 South)

Gentlemen:

There has been more than one fatal accident at the above mentioned intersection...how many will it take to slow down especially the North and South traffic between the hours of 7 to 8:30 A.M. and 4 to 5:30 P.M.??

Our Plant is located on the South side of Butteville Road about one block West of the intersection listed herein.

This is especially a hazard to cross traffic that must stop first,then cross or turn left or right onto Highway 99 depending on desired direction.

It would be greatly appreciated if we could receive an answer in the near future! Thank you.

Yours very truly,

M. T. Wooster

M.T. Wooster - Marketing Mgr.
MTW:vb

PYROMETERS–THERMOCOUPLES • AIR POWERED WINDOWS • DIESEL VEHICLE AIDS
P. O. BOX 365 • WILSONVILLE, OREGON 97070 • (503) 638-8631

April 14, 1977

110-14

Mrs. Crystal Stephenson
Route 3, Box 737
Aurora, OR   97002

Dear Mrs. Stephenson:

I am replying to your letter concerning the intersection of the Wilsonville-Hubbard Highway and Butteville Road.

Your request is being referred to our Regional Engineer in Salem, Mr. John Sheldrake, for an investigation and a recommendation of actions to be taken. He or his representative will be contacting you as soon as their schedule will permit. If you have need for further information, Mr. Sheldrake may be reached at Post Office Box 14030, Salem, 97310; or telephone 378-2626.

Thank you for your concern for the safety of our highways.

Very truly yours,

R. L. Schroeder
Assistant State Highway Engineer

RLS:ab
bc H. S. Coulter
E. S. Hunter
L. E. George
John Sheldrake

Route 3, Box 737
Aurora, Oregon 97002
April 12, 1977

Oregon State Highway
State Highway Building
Salem, OR 97310

Gentlemen:

Re: Traffic Hazard at Intersection of Canby-Hubbard Interchange and Butteville Road

My husband and I are the nearest residents to the intersection of the Canby-Hubbard Interchange and Butteville Road. Consequently, we frequently must call for ambulances and police assistance for accidents at this intersection.

This is a congested area, and the Canby-Hubbard Interchange is heavily travelled. Nearby are Columbia Helicopters' new heliport and office, the Aurora Airport, and two large mobile home courts. The normal flow of truck and car traffic moves at speeds in excess of the designated 55 m.p.h. speed limit.

Considering this, I believe a caution light can be easily justified for this dangerous intersection. Butteville Road now has stop signs, but most people either do not see the signs, or else choose to ignore them, thereby causing numerous serious accidents.

Approximately two miles south is the Aurora junction intersection, which has flashing caution lights one way and flashing stop lights the other way that have proved effective in greatly reducing the number of traffic accidents occurring at that intersection. I believe the same sort of traffic light is necessary at the Butteville Road intersection.

RECEIVED
APR 14 1977
Office of
Assistant State Highway Engineer

RECEIVED
STATE HWY ENGR
APR 14 '77
REFER TO
FOR
Info Inves R/D D/R Sign Act File

If you have any questions or if I can be of further assistance, please call or write me. My home phone number is 678-1698 (call after 6 p.m.).

Sincerely yours,

Crystal Stephenson

Crystal Stephenson

cc: Highway Department
Maintenance Section
1375 W Blaine
Woodburn, OR 97071

State Police Department
General Headquarters
Public Service Building
Salem, OR 97310

Oregon State Department
of Motor Vehicles
Salem, OR 97314

1741

~~T-51-1~~

OREGON STATE
HIGHWAY DIVISION

REGION 2

2960 E. STATE STREET • SALEM, OREGON • 97310 • Phone 378-2626

ROBERT STRAUB
GOVERNOR

F. B. KLABOE
Administrator of Highways

November 5, 1975

180 H

Ray C. Klupenger
Klupenger's Nursery and Greenhouse, Inc.
Rt. 2 Box 146-C
Aurora, OR 97002

Dear Mr. Klupenger:

Subject: Intersection Investigation
Wilsonville-Hubbard Hwy.
At Butteville Road
Hwy. No. 51, M.P. 1.47

As you requested we have investigated this intersection to determine what corrective measures need to be taken. The attached report shows that a flashing beacon is warranted at this intersection. Unfortunately, there are no funds available at this present time for this type of project. We have started a list of projects which are warranted and when funds do become available we will do as many of these projects as possible. A flashing beacon at this intersection will be added to that list.

In your letter you mentioned that improvements have been made at the Aurora-Donald Road Intersection. The 1974 average daily traffic on Aurora-Donald Road was 2350 vehicles compared to 1250 on Butteville Road and the accident record at Aurora-Donald Road has consistantly been much worse than at Butteville Road.

I am sorry that we cannot offer a more immediate solution to this problem, however we will accomplish this improvement as soon as possible.

Yours very truly,

ORIGINAL SIGNED BY
C. O. FREDRICKSON

C. O. Fredrickson
REGIONAL ENGINEER

CC: R. L. Schroeder
L. E. George
Floyd Lacey

Attachment

RK:bw

NOTED
R. L. SCHROEDER

RECEIVED
NOV 7 1975
Office of
Assistant State Highway Engineer

INTERSECTION INVESTIGATION
Wilsonville-Hubbard Hwy.
Butteville Road
Hwy. No. 51, M.P. 1.47

This intersection is located in a rural area just south of the Hubbard Interchange. Butteville Road is an east-west connection between the community of Butteville and the city of Canby. There is no built up culture in the immediate vicinity of the intersection. All approaches to the intersection carry two lanes of two way traffic. The highway has partially paved shoulders and Butteville Road has gravel shoulders. The vertical and horizontal alignment of all approaches are level and tangent respectively. The sight distance in both directions along the highway from either approach of Butteville Road is unrestricted. Both the highway and the county road are in Basic Rule operation at this intersection. The intersection is bracketed with 48 inch crossroad symbol signs on the highway and 48 inch "STOP AHEAD" signs on Butteville Road.

During the period from January 1, 1970, to July 31, 1975, there were eleven reported accidents at this intersection. There were no fatalities but 14 people were injured. It is conceivable that a flashing beacon may have helped prevent any one of these eleven accidents.

It is the recommendation of this report that the installation of a flashing beacon is warranted at this intersection. While we feel that this installation is warranted we do not have the funds for such an installation at this time. This project will be added to a list which is being kept of projects which need to be done and at such time as funds become available, we will do as many of these as possible.

The following

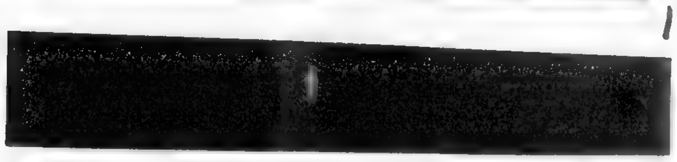
Document(s)

are

Photographs

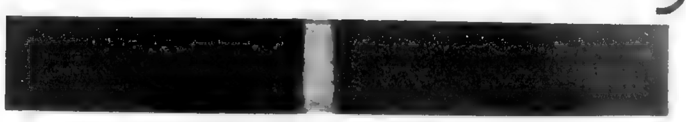
TYPICAL VIEWS
Wilsonville-Hubbard Hwy.
West of Aurora

1



2

3

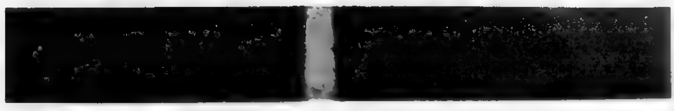


4

1) Looking south on the Wilsonville-Hubbard Highway from 500' north of Butteville Rd.
2) Looking north on the Wilsonville-Hubbard Highway from 500' south of Butteville Rd.
3) Looking east on Butteville Rd. from 500' west of the Wilsonville-Hubbard Highway
4) Looking west on Butteville Rd. from 500' east of the Wilsonville-Hubbard Highway

2

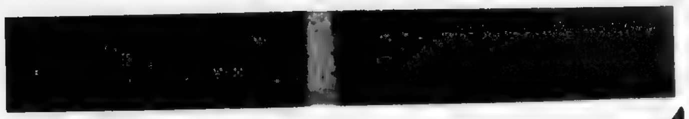
3



4

1) Looking south on the Wilsonville-Hubbard Highway from 500' north of Butteville Rd.
2) Looking north on the Wilsonville-Hubbard Highway from 500' south of Butteville Rd.
3) Looking east on Butteville Rd. from 500' west of the Wilsonville-Hubbard Highway
4) Looking west on Butteville Rd. from 500' east of the Wilsonville-Hubbard Highway

3



4

1) Looking south on the Wilsonville-Hubbard Highway from 500' north of Butteville Rd.

2) Looking north on the Wilsonville-Hubbard Highway from 500' south of Butteville Rd.

3) Looking east on Butteville Rd. from 500' west of the Wilsonville-Hubbard Highway

4) Looking west on Butteville Rd. from 500' east of the Wilsonville-Hubbard Highway

4

1) Looking south on the Wilsonville-Hubbard Highway from 500' north of Butteville Rd.

2) Looking north on the Wilsonville-Hubbard Highway from 500' south of Butteville Rd.

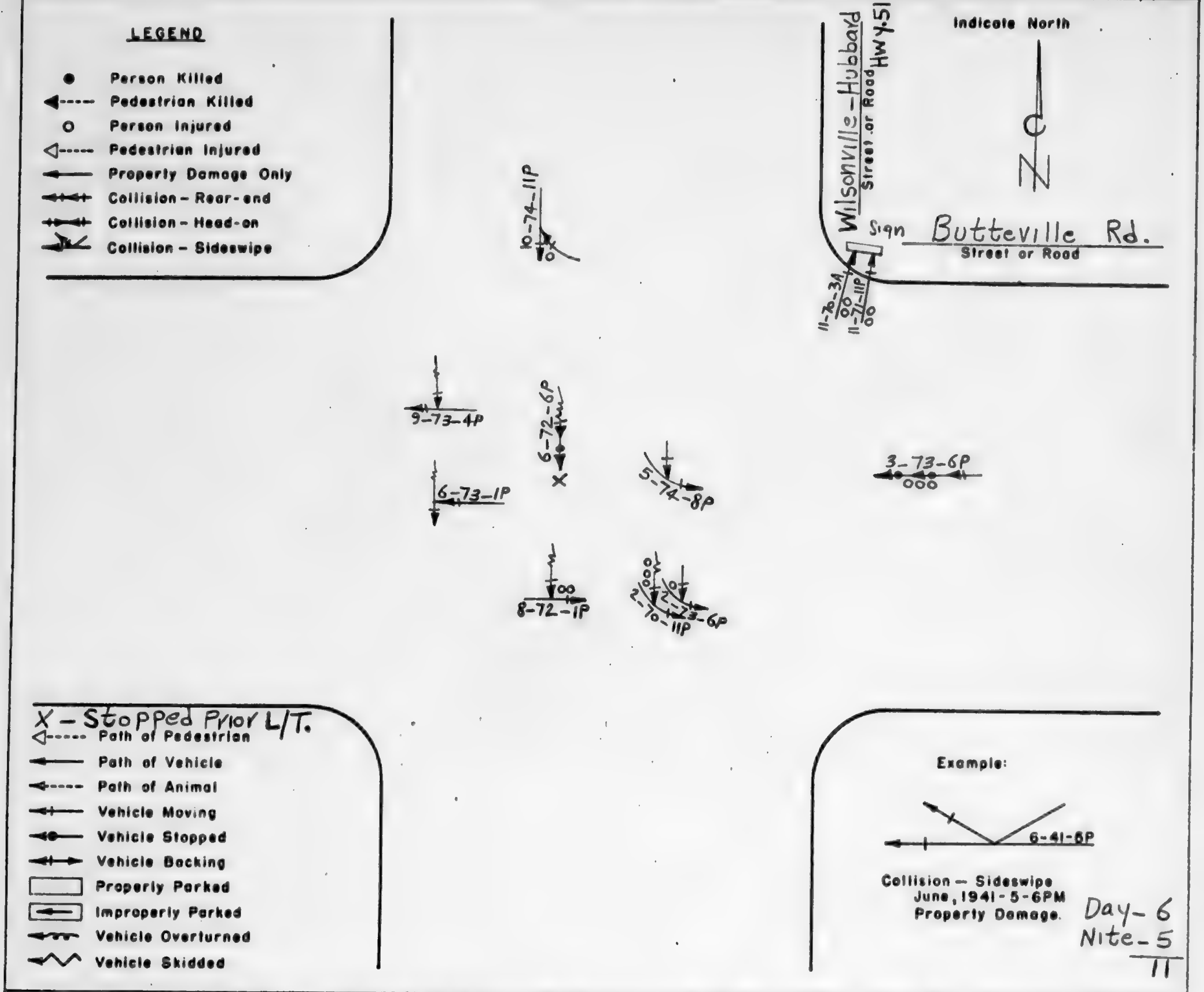
3) Looking east on Butteville Rd. from 500' west of the Wilsonville-Hubbard Highway

4) Looking west on Butteville Rd. from 500' east of the Wilsonville-Hubbard Highway

Oregon State Highway Division
Traffic Engineering Section
Accident Analysis

COLLISION DIAGRAM

City of ____________ County Marion
Intersection of Wilsonville-Hubbard Hwy. and Butteville Rd.
Highway Number 51 MP. 1.47
Period Covered 1-1-70 To 7-31-75
Compiled by CS Drawn by ____________ Date 10-10-75


LEGEND
Person Killed
Pedestrian Killed
Person Injured
Pedestrian Injured
Property Damage Only
Collision - Rear-end
Collision - Head-on
Collision - Sideswipe
Wilsonville-Hubbard Hwy. 51
Street or Road
Indicate North
N
Sign
Butteville Rd.
Street or Road
11-70-3A
11-71-11P
10-74-11P
9-73-4P
6-72-6P
X
6-73-1P
5-74-8P
3-73-6P
8-72-1P
2-70-11P
2-73-6P
X - Stopped Prior L/T.
Path of Pedestrian
Path of Vehicle
Path of Animal
Vehicle Moving
Vehicle Stopped
Vehicle Backing
Properly Parked
Improperly Parked
Vehicle Overturned
Vehicle Skidded
Example:
6-41-6P
Collision - Sideswipe
June, 1941 - 5-6PM
Property Damage.

Day- 6
Nite- 5
11

Collision Type	1970 - 1971				1972 - 1973				1974				7 Mos. 1975				TOTAL			
	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total	Fatal	Non-fatal	Prop. Damage	Total
Angle						1	2	3										1	2	3
Head-on																				
Rear-end						1	1	2										1	1	2
Sideswipe																				
Turning Movement		1		1		1		1		1	1	2						3	1	4
Parking																				
Non-collision																				
Fixed Object		2		2														2		2
Pedestrian																				
Backing																				
Misc.																				
TOTAL		3		3		3	3	6		1	1	2				0		7	4	11

Form E-260—2M—11-48 5/70

180-P

September 29, 1975

Mr. Ray C. Klupenger
Klupenger's Nursery & Greenhouses, Inc.
Route 2, Box 146C
Aurora, Oregon 97002

Dear Mr. Klupenger:

I am referring your letter concerning the intersection of Butteville Road and the Wilsonville-Hubbard Highway to our Regional Engineer Mr. C. O. Fredrickson for an investigation. You will be notified as to the results and any action that is taken by the Highway Commission.

If you have any further information to add, please do not hesitate to contact Mr. Fredrickson, East Salem Highway Building, Salem, Oregon 97310, telephone 378-2626.

Thank you for your concern for traffic safety. If I can be of any further assistance, please let me know.

Very truly yours,

R. L. Schroeder
Assistant State Highway Engineer

RLS:js

bc:
F. B. Klaboe
E. S. Hunter
C. O. Fredrickson - Please investigate and reply direct with copy to this office.

J. H. KLUPENGER RONALD J. KLUPENGER RAYMOND C. KLUPENGER

Klupenger's Nursery & Greenhouses, Inc.

CHOICE RHODODENDRONS — CAMELLIAS — AZALEAS
OTHER FLOWERING SHRUBS — ETC.
ROUTE 2, BOX 146C AURORA, OREGON 97002
AREA CODE 503
PORTLAND — PHONE 638-4186 AURORA — PHONE 678-5519

MEMBER OF
OREGON ASSOCIATION OF NURSERYMEN
Plant America... Plant Oregon

MEMBER OF
WASHINGTON ASSOCIATION
OF NURSERYMEN

MEMBER OF
AAN

Plant America!

MEMBER OF
CALIFORNIA ASSOCIATION
OF NURSERYMEN

Sept. 25, 1975

State Highway Dept.
Salem, Oregon

Attn: Highway Engineer

Dear Sir:

I am writing this letter for a number of people in our area, who are concerned about the safety on the intersection of Butteville Rd. and the Hubbard Highway, which connects to the I-5 Freeway. Over the past few years this intersection has been an increasing cross traffic flow. In the morning and the afternoons, it is a traffic jam. It is the main route off the freeway going to Canby. It is also the main route for many employees working not only at our nursery, but other farming businesses in our area. There has consistently been severe accidents and some fatalities at this intersection. There have been a number of times accidents that have occurred on Friday evening, which has knocked down the stop signs, and these same signs have not been replaced until the next working day which is Monday, and sometimes even later. It would be very much appreciated if you could look into this intersection, and see if there is a possibility of putting up an amber light there for the sake of safety. If you will notice, there is an amber light at the Aurora-Donald intersection, approximately 1 mile south. At that intersection there is at least 40% less traffic at all times of the day. If this letter is not enough to get some kind of action, I would be glad to circulate a petition to get the response needed. I appreciate you time in reading this letter. Please let me know your thoughts on this subject.

Sincerely,

R. C. Klupenger

Ray C. Klupenger
RCK/rb

ESH

RECEIVED
STATE HWY ENGR
SEP 29 '75
REFER TO
Schroeder – r. ply
FOR

NOTED
R. L. SCHROEDER

RECEIVED
SEP 29 1975

Agri-Business
Council of Oregon

green survival
it begins with you

1983 NW Hoge Ave.-NW Harbor Blvd 9742
Sec. Columbia River Hwy. in W. Ptld.
(Slide correction)

jc cc: OSHD (L. W. Rulien)

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 3	COUNTY Multnomah	DIVISION Oregon
DATE OF REPORT 9/18/87	REPORT MADE BY Larry Heil, ASSISTANT Area Engineer		PROJECT NO. F-1(30)
COMPLETION DATE (Actual) 10/6/84	ACCEPTANCE DATE BY CONRTACT AGENCY 8/1/85	TIME ELAPSED 189 %	CONTRACT TIME 75 C.D. or S.C.D. 7/31/84

LOCATION

SEE BELOW

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

N. W. HOGE AVENUE - N. W. HARBOR BLVD.
COLUMBIA RIVER HIGHWAY
Slide Correction

This project provided for the reconstruction of a retaining wall that had failed, additional drainage, manholes, minor guardrail adjustments and overlaying the roadway section throughout the slide.

The contract was awarded to F. Hodgson & Sons on 12/28/83. Work started 5/18/84 and was completed 10/6/84. $10,050 of liquidated damages were assessed for the 67 calendar days used in excess of the specified 75 calendar days. The final project cost underran the original authorization of $314,364 by 8%. There were no contract claims or materials problems.

All physical construction and materials incorporated into this project are considered to be in substantial conformance with the plans and specifications. The contracted work has been satisfactorily completed and acceptance is recommended.

- LMH -

RECEIVED
STATE HWY ENGR
SEP 25 '87
REFER TO
Fredrickson
FOR
Info Inves R/D O/R Sign Act File

Cy
9/29

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Larry Heil		SIGNATURE	
TITLE Assistant Area Engineer	DATE 9-24-87	TITLE District Engineer A	DATE 9-24-87

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED.

9712

Form Approved: OMB No. 2125-0529
Exp. Date 8/31/85

TO BE COMPLETED BY FHWA	U.S. Department of Transportation Federal Highway Administration	State Oregon
MONTHLY TRANSACTION NUMBER 12-324		County Multnomah
PROJECT REPORT NUMBER		Project Number F-1(30)
MODIFICATION NUMBER #2	12-23-86	

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 24 , 19 84 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 314,364.00	$ 291,674.00
Federal funds	$ 277,110.00	$ 257,109.00
Other revisions		

This modification is made for the following reasons:

To decrease 010 fund for use on other projects.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 23RD day of DEC , 19 86

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX For: Larry Rulien

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen. Files

Oregon State Highway Division
Salem, Oregon December 15, 1986

Federal-Aid Project No. F-1(30)

N.W. Hoge Ave.-N.W. Harbor Blvd. (Portland)
Columbia River Highway
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code SFTY
Roadway (Sta. 570+26.23 to Sta. 579+25.38)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT	
Embankment Foundation Excavation	$17.00	1,400	$23,800.00	1,320	$22,440.00	
Special Back-fill Material	9.00	4,730	42,570.00	3,361	30,249.00	
12-inch Sewer Pipe	19.00	224	4,256.00	151	2,869.00	
			$70,626.00		$55,558.00	
					Decrease	$ 15,068.00
		Subtotal from Estimate on January 18, 1984				258,973.00
					Subtotal	$243,905.00
					Engineering	27,339.00
					Total	$271,244.00

Length of Roadway ------------------- 0.00 mi.

RETAIN IN RESERVE

Total as on Estimate of January 18, 1984 $ 20,430.00

SUMMARY OF FUNDS (88.15%)

Description	Appn Code	Total Cost	Federal Funds	State Funds
Roadway	010	$271,244.00	$239,101.00	$32,143.00
Reserve	010	20,430.00	18,008.00	2,422.00
TOTAL		$291,674.00	$257,109.00	$34,565.00

Reimbursement = 100% 314364 Public Law 97,424, S145

Group 1 = 100%
Contract No. 9742
Prefix: 26-1457
Prefix: C09742

RLC:me

9742

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 10-260			State Oregon
PROJECT REPORT NUMBER			County Multnomah
MODIFICATION NUMBER 1		10-1-84	Project Number F-1(30)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 24, 1984, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 314,364	$ 314,364
Federal funds	$ 314,364	$ 277,110
Other revisions	Appn Code 010	

(Note: Additional Federal Funds Collected - $19,273.68)

This modification is made for the following reasons:

"The project agreement executed 1-24-84, is modified to decrease federal-aid participation to 88.15 percent in accordance with P.L. 97-424, Section 145."

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary A. Potter

Manager, Program Section
(Title)

BXXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ______________________
(Division Administrator)
For: Dale E. Wilken

NW HOGE AVE - NW HARBOR DR

MULTNOMAH CO
26-1038

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO.	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State OREGON County MULTNOMAH Project No. F-1(30)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

N.W. Hoge Ave.-N.W. Harbor Blvd.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-22-83	0.00

OTHER *(Specify)*

FUNDS PRO RATA 88.15%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 314,364.00	$ 277,110.00 *

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof. * See Additional Provisions on back.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XX FOR: H. S. Coulter

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator JAN 24 1984

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen Files

Oregon State Highway Divisi
Salem, Oregon January 18, 1984

Federal-Aid Project No. F-1(30)

N.W. Hoge Ave.-N.W. Harbor Blvd. (Portland)
Columbia River Highway
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code SFTY
Roadway (Sta. 570+26.23 to Sta. 579+25.38)

Mobilization		All Required		$ 11,400.00
Temporary Protection and Direction of Traffic		All Required		6,280.00
Temporary Signs	133	Sq. Ft.	9.00	1,197.00
Temporary Barricades	20	Each	125.00	2,500.00
Temporary Concrete Barrier, Reflectorized	500	Lin. Ft.	15.00	7,500.00
Moving Temporary Concrete Barriers	250	Lin. Ft.	7.00	1,750.00
Temporary Plastic Safety Markers	20	Each	75.00	1,500.00
Flagmen	200	Hour	24.00	4,800.00
Removal of Structures and Obstructions		All Required		2,160.00
Embankment Foundation Excavation	1,400	Cu. Yd.	17.00	23,800.00
Trench Excavation	470	Cu. Yd.	20.00	9,400.00
Coarse Aggregate Base	170	Ton	13.50	2,295.00
3/4"-0 Aggregate Base	20	Ton	11.00	220.00
Class "B" Asphalt Concrete	1,000	Ton	34.00	34,000.00
Metal Bin Type Retaining Wall, Station 575		All Required		70,113.00
Special Backfill Material	4,730	Ton	9.00	42,570.00
12-inch Sewer Pipe	224	Lin. Ft.	19.00	4,256.00
18-inch Sewer Pipe	190	Lin. Ft.	23.00	4,370.00
Extra for Pipe Under Pavement	16	Lin. Ft.	20.00	320.00
Concrete Manholes	1	Each	7,500.00	7,500.00
Concrete Inlets, Type CG-1	2	Each	350.00	700.00
12-inch Drain Pipe	352	Lin. Ft.	10.00	3,520.00
Filter Fabric	260	Sq. Yd.	2.20	572.00
Gravel in Drains	50	Cu. Yd.	20.00	1,000.00
Guard Rail, Type 2A	200	Lin. Ft.	12.00	2,400.00
Concrete Curbs	200	Lin. Ft.	7.00	1,400.00
Extra for Asphalt Walks	120	Sq. Yd.	40.00	4,800.00
Adjusting Manholes	4	Each	200.00	800.00
				$253,123.00

ANTICIPATED ITEMS

Permanent Pavement Striping	All Required		$ 1,750.00
Temporary Pavement Striping	All Required		800.00
Remove Pavement Striping	All Required		800.00
Temporary Erosion Control	All Required		2,500.00
			$ 5,850.00
		SUBTOTAL	$258,973.00
		Engineering	34,961.00
		TOTAL	$293,934.00

Length of Roadway ----------- 0.00 mi.

RETAINED IN RESERVE

Construct CL-6 Fence	All Required		$ 5,000.00
Relocate Fire Hydrant	All Required		500.00
Portland Bureau of Waterworks	All Required		2,500.00
Slide Correction	All Required		10,000.00
		SUBTOTAL	$ 18,000.00
		Engineering	2,430.00
		TOTAL	$ 20,430.00

SUMMARY OF FUNDS 88.15%

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Roadway	$293,934	$259,102	$34,832
Reserve	20,430	18,008	2,422
TOTAL	$314,364	$277,110	$37,254

Reimbursement 100% $314,364 Public Law 97,424, S 145

Group 1: 100%
Contract No. 9742
Prefix: 26-1457
Prefix: 26-10~~40~~ 38

DAR:pf

9742

January 13, 1986

Fireman's Fund Insurance Co.
Attention: Fidelity & Surety Dept.
121 S.W. Salmon Street, Suite 900
Portland, OR 97204

CON 5 - #9742

NOTED ON CARD
1/10/86-Cheri

This is in response to our letter of December 19, 1985, concerning final payment on Contract No. 9742 with F. Hodgson & Sons for slide correction on NW Hoge Avenue-NW Harbor Boulevard of the Columbia River Highway in Multnomah County.

We stated that the total contract amount was $252,862.28. This was incorrect and should have been $253,270.28 including $7,245.66 for work performed under force account.

Robert W. Gormsen
COMMISSION SERVICES

clb

cc: F. Hodgson & Sons
P.O. Box 182
North Powder, OR 97867

John Ludwick Insurance
1954 SE 182nd
Portland, OR 97233

bc: C. O. Fredrickson
Walt Hart
E. L. Hardt

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: N.W. HOGE AVE. - N.W. HARBOR BLVD. (PORTLAND)

WEEK ENDING: March 9, 1985

SECTION PREFIX: 26-1038

HIGHWAY: COLUMBIA RIVER

COUNTY: MULTNOMAH

NAME OF JOB: NW HOGE AVE-NW HARBOR BLVD

KIND OF WORK: SLIDE CORRECTION

CONTRACTOR: F. HODGSON & SONS

CONTRACT NUMBER: 9742

FEDERAL AID PROJECT NUMBER: F-1(30)

DATE OF CONTRACT: DECEMBER 28, 1984

DATE WORK STARTED: MAY 18, 1984

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0

SPECIFIED WORK DAYS

SPECIFIED CALENDAR DAYS 75

WORK DAYS USED

CALENDAR DAYS USED 142

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 189.3

PROJECT AUTHORIZATION: $ 314,364.36

EXCLUSIVE OF ENGINEERING: $ 289,436.79

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 289,436.79

ESTIMATED PERCENT: OVERRUN / UNDERRUN 0.00 %

ENGINEERING AUTHORIZATION: $ 24,927.57

ENGINEERING COST TO DATE: $ 25,000.00

PERCENT OF AUTHORIZATION: 100.3 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 99

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 99

DATE PROJECT WAS COMPLETED: OCTOBER 6, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.	SPCL BKFL	
	100	100	100	100		100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,400 CY	190 T			1,000 T
TOTAL QUANTITIES CORRECTED TO DATE	1,400 CY	328 T			1,289 T
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	1,400 CY	328 T			1,289 T
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.	GEOTEXT FABRIC			BIN WALL				
PERCENT	100			100				

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	3	Cloudy	0		
MONDAY	4	Cloudy	0		
TUESDAY	5	Cloudy	0		
WEDNESDAY	6	Cloudy	0		
THURSDAY	7	Fair	0		
FRIDAY	8	Fair	0		
SATURDAY	9		0		

RECEIVED
MAR 11 1985
CONSTRUCTION SECTION
CE E CAE ---- LS ---- TC ----
COE ---- OM ---- SA ---- CC ----
OE ---- FE ---- CP ----
CA ---- POC ----
CAM ---- QCS ----
EEO ---- FILE ----

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

Mar 3 SUNDAY	No Activity
Mar 4 MONDAY	No Activity
Mar 5 TUESDAY	No Activity
Mar 6 WEDNESDAY	No Activity
Mar 7 THURSDAY	No Activity
Mar 8 FRIDAY	No Activity
Mar 9 SATURDAY	No Activity

REMARKS

PROJECT STATUS: Third Notification Submitted 3/1/85.

THIS WILL BE THE LAST WEEKLY REPORT.

ANTICIPATED NEXT WEEK:

SIGNED LOCATION Portland, OR
Jerry C. Street, Project Manager

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

February 8, 1984

F. Hodgson & Sons
P. O. Box 182
North Powder, OR 97867

CON 5
#9742

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

> Contract No. 9742 for a slide correction on the N.W. Hoge Avenue-N.W. Harbor Boulevard (Portland) Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc
Encl.

cc: Fireman's Fund Insurance Co.
Fidelity & Surety Department
121 S.W. Salmon St., Suite 900
Portland, OR 97204

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
E. L. Hardt
Jerry Street

EXCAVATING — GRADING
EQUIPMENT RENTAL

LIQUID SYSTEM
SPECIALISTS

F. Hodgson & Sons
BONDED — GENERAL CONTRACTOR
P.O. Box 182 • 503/898-2237
North Powder, Oregon 97867

December 19, 1983

Mr. Robert W. Gormsen, Manager, Commission Services
Department of Transportation, Highway Division
121 Transportation Building
Salem, OR 97310

Dear Mr. Gormsen:

Re: N.W. Hoge Ave.-N.W. Harbor Blvd. (Portland) #9742
Multnomah County

We intend to comply with the plans and specifications using Pacific Northwest Guardrail for the minority requirements on this project.

Item	Description	Quantity	Unit Price	Amount
1	Mobilization			400.00
8	Flagmen	50	21.00	1,050.00
17	12 in. Sewer Pipe 12" Class 3	172 LF	7.81	1,343.32
	12" Class 5	52 LF	10.49	545.48
18	18 in. Sewer Pipe	190 LF	15.02	2,853.80
20	Concrete Manhole			2,771.13
21	Concrete Inlets Type CG-1 (Install)	2	535.00	1,070.00
23	Filter Fabric	260 sq yd	.64	164.40
25	Guard Rail, Type 2A (Install)	200 LF	12.40	2,480.00
26	Concrete curbs (Install)	200 LF	9.62	1,924.00
		Sub-Total		14,602.13
		Less material discount		1,464.17
		Total		13,137.96

Very truly yours,
F. HODGSON & SONS

F. Hodgson
F. Hodgson

RECEIVED
DEC 23 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

rll

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-1(30)
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 30018

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/22/83
8. FEDERAL ROUTE NUMBER Primary 1
9. STATE ROUTE NUMBER Primary 2W

10. GENERAL LOCATION:
NW Hoge Avenue - NW Harbor Blvd. (Portland)

11. GENERAL DESCRIPTION OF WORK
Revised PS&E

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Anticipated items as shown in your "PS&E" Estimate dated 11/17/83.

13. REMARKS

RECEIVED
STATE HWY ENGR
DEC 5 '83
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig 12/6

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate as being cost-effective.

Mr. Potter's 11/21/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $323,299. Regular Federal-aid matching ratio, appropriation code 010 in amount of $284,988 and increase Federal share (PL 97-424 Section 145) appropriation code 01L in amount of $38,311.

A signed copy of the revised Title Sheet is returned herewith.

14. DATE 11/22/83
15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner
16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

2W

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO

Date: September 7, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

copy

From: Gary A. Potter, Manager
Program Section

1 Versteeg ✓
Anderson
Adams
3 Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
SEP 08 1983
ROAD DESIGN
SECTION

Do Not File
Return to
Bring Up
Action

Subject: N.W. Hoge Ave.-N.W. Harbor Blvd. Section
Oregon Federal-Aid Project No. F-1(30)

Concurrence is requested in rejecting the bid received on August 25, 1983 for the subject project. The low bid received from Lord Bros. Contractors, Inc. in the amount of $285,270.50 is $55,345.50 or 24% above the Engineer's estimate of $229,925.00. This was the only bid received from 21 Contractors taking out plans. We believe the plans could have been more clear. We feel that only one bid, 24% over the Engineer's estimate is too high for the Highway Commission to accept.

Our Design Section is reviewing the plans and estimate making design modifications and adding information about an old temporary retaining wall that failed. By adding this information and simplifying the work necessary to build a new wall, we hope to interest more bidders. We plan to readvertise in the near future.

It is our understanding that the preliminary engineering necessary for any design revisions and readvertising expense will be eligible for reimbursement until the date of readvertising as per FHPM Vol. 6-4-1-6 Par. 11i.

Federal Highway Administration Endorsement

Date ______________________
I Concur in rejecting the low bid.

____
Dale E. Wilken, Division Administrator
Federal Highway Administration

DAR:bkb
cc: J.H. Versteeg ✓
R. Hacek
B. Vaughn
S. Macnab
Ed Haury

Form 734-3122

STATE OF OREGON

INTEROFFICE MEMO

TO: Don Adams
Highway Division
Final Design

DATE: August 26, 1983

FROM: Jerry C. Street
Project Manager

Jerry C Street

SUBJECT: Hoge Avenue-Harbor Blvd.
Columbia River Highway
Prefix No. 26-1038
Information Transmittal

Attn: Mr. Fred Eriksen

As per our phone conversation on August 26, 1983, the following information is transmitted to you for your review:

A. Information received from Frank Terpin
One roll Mylar 1"-50' Vicinity Map
One roll Location Profile
One roll Location X-Sections
One book Field Notes
One Envelope containing:
   1. Photography
   2. Location Narrative
   3. Cost Estimate
   4. Bid Item Calculations
   5. Location Engineer's Statement

B. Information received from E.J. Dunn on August 22, 1983:
Location Prospectus
Authority for Survey
Surface Design
X-Sections(Field Location Notes)
Correspondance
Preliminary Plans
Field Tie Notes

C. Information generated by My Office:
Copy of Right-of-Way Map
Seven Line Roadway Profile
X-Sections through Slide Area of Roadway
X-Sections Plot
X-Sections Notes
Copy of Main Outfall Manhole Grades

JCS:ah

Enclosures

1 Versteeg ✓
Anderson
✓ Adams A
Macnab
Stoudenmeyer
Terpin
Trout
Wekerlig

RECEIVED
AUG 30 1983
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

81-125-1387

Contains Recycled Materials

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROV..L AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: See below

2. STATE PROJECT NO.: See below

2A. COUNTY NAME: See below

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: various

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE: 8/19/83

8. FEDERAL ROUTE NUMBER: Various

9. STATE ROUTE NUMBER: Various

10. GENERAL LOCATION:
See Projects below

11. GENERAL DESCRIPTION OF WORK
Force Account and Extra Work - "Anticipated Items" as shown in "PS&E" Estimate

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested by Mr. Potter's letters dated 8/19/83 for the following projects you are authorized to proceed with those items shown in your "PS&E" Estimate for each project "Anticipated Items" by State Forces and Extra Work as being cost effective.

The above authorization will not require any additional obligation of funds.

HES-27-1(10)
F-70(3)
HES-A333(1)
F-1(30) Hwy. 214 & [illegible] Blvd. (Pkld.)
IX-9822(8)
F-13(11)
F-86(5)
F-29(10)
IX-26(32)

F-2-3(11)
BRF-2-5(11)
IX-0000(53)
HES-27-2(13)
FG-21-2(15)
F-35(12)
HES-24(35)
BHF-2-1(19)
F-12(4)

RECEIVED
STATE HWY ENGR
AUG 30 '83
REFER TO Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

Orig. 8/31

14. DATE: 8/19/83

15. SIGNATURE OF APPROVING OFFICIAL: A. K Hessner

16. TITLE: for Division Administrator

FORM PR-1240
(Rev. 12-73)
PREVIOUS EDITIONS MAY BE USED

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-1(30)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 30018

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 8/3/83

8. FEDERAL ROUTE NUMBER Primary 1

9. STATE ROUTE NUMBER Primary 2W

10. GENERAL LOCATION:

NW Hoge Avenue - NW Harbor Blvd. (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Slide Correction (Grade, drain and pave)

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY

☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

☒ OTHER *(Specify)*
Temporary Erosion Control $2,500

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Potter's 8/2/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $267,604. Regular Federal-aid matching ratio, appropriation code 010 in amount of $235,892 and increased Federal share (P.L. 97-424 Section 145) appropriation code 01L in amount of $31,712.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
AUG 12 '83
REFER TO
Potter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

14. DATE 8/3/83

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

r11

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-1(30)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 30018

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 7/25/83

8. FEDERAL ROUTE NUMBER Primary 1

9. STATE ROUTE NUMBER Primary 2W

10. GENERAL LOCATION:

NW Hoge Avenue - SW Harbor Blvd.

11. GENERAL DESCRIPTION OF WORK

Utilities

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)*
Actual adjustment of utilities

13. REMARKS

As requested by Mr. Potter's letter of 7/19/83 at a TEC of $2,020. Regular Federal-aid matching ratio, appropriation code 010 in amount of $1,780 and increase Federal share (P.L. 97-424 Section 145) appropriation code 01L in amount of $240.

RECEIVED
STATE HWY ENGR
AUG 8 '83
REFER TO
Potter
FOR
Info Inv R/D D/R Sign Act File

Orig to
8/8

14. DATE 7/25/83

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-1(30)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 30018

7-25-83

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 7/25/83

8. FEDERAL ROUTE NUMBER Primary 1

9. STATE ROUTE NUMBER Primary 2W

10. GENERAL LOCATION:
NW Hoge Avenue - SE Harbor Blvd.

11. GENERAL DESCRIPTION OF WORK
Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility Adjustment

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required you are authorized to proceed, as requested by Mr. Potter's letter of 7/19/83, with the actual adjustment of Fire Hydrant relocation for the City of Portland Bureau estimated to be $2,020. Regular Federal-aid matching ratio, appropriation code 010 in amount of $1,780 and increase Federal share 01L in amount of $240.

I approve the Agreement with the City of Portland, Bureau of Water Works.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
AUG 8 '83
REFER TO Potter
FOR
Info | Give | I/O | W/R | Sgn | Adv | File

Orig to 8/8

14. DATE 7/25/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hass

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)

PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.: PRO 6-2

Date: July 19, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Item No. 30018
Project No. F-1(30)
NW Hoge Ave.-NW Harbor Blvd. (Portland) Sec.
Multnomah County

I request your approval of a program change to add the "Utility Adjustment" phase of work, with construction type code Y060, and authorization to proceed with the work at an estimated total cost of $2,020 regular Federal-Aid matching ratio of 88.15% Appropriation Code 010 in amount of $1,780 and increased Federal share (P.L. 97-424 Section 145) Appropriation Code 01L in amount of $240.

This request is initiated to expedite the adjustment of the City of Portland, Bureau of Water Works, facilities to avoid conflict with the prime contractor during construction of the project.

Support data for the work is forwarded under separate letter of this date.

JLG:bkb
cc: General Files

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: May 17, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: Gary A. Potter, Manager
Program Section

Subject: Project Data Submission
Item No. 30018
Project No. F-1(30)
NW Hoge Ave.-NW Harbor Blvd. (Portland) Sec.
Multnomah County Col. R. (L)

Attached support data consists of PR-1 form and project map for subject project.

On this project it is proposed to request Federal-Aid participation of 100 percent for reimbursement claims paid on or before September 30, 1984, in accordance with Pub. L. 97-424, Section 145.

It is the Oregon State Highway Division's present intention to receive bids for this project on June 30, 1983.

A copy of the State Clearinghouse A-95 review conclusions was forwarded previously.

JLG:bks
Attachments
cc: Ed Hardt (Region M)
Earl Mershon (Region M)
Jon Rose (Region M)
General Files

Form 734-3122

zw

1 Versteeg ✓
Anderson
2 Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
APR 22 1983
ROAD DESIGN SECTION

Do not file
Return to
Bring up
Action

April 21, 1983

Ken Roberts
Mobile Corporation
9420 S.W. St. Helens Road
Portland, OR 97321

N.W. Hoge Ave. - N.W. Harbor Boulevard
(Portland) ~~Section~~
Lower Columbia River Highway

Our plans have been revised to show the base of the bin wall below a 40° angle from the top of the concrete wall footing. The height of the bin wall has been increased from 3 to 5 feet (to 21.33 feet total height). This places the bottom of the bins at a depth sufficient to prevent an increase in lateral pressure on the concrete wall. A 2 to 1 slope is shown on the ground line from the top of the concrete wall to the bins.

One copy of the revised plans is attached for your information. We trust this will satisfy your concern for the effect of our proposed reconstruction on your retaining wall.

J. H. Versteeg
Road Design Engineer

By

Donald R. Adams, P.E.
Final Design Engineer

FE:mg
Attachment

cc: Hamid R. Afghan, P.E. with attachment
(MackenzieEngineering, Inc.) " "
M. D. Payne " "
Tom Anderson " "
Marion Craft " "
Fred Eriksen

April 4, 1983

DES 16

Ken Roberts, Senior Field Engineer
Mobil Oil Corporation
9420 S.W. St. Helens Road
Portland, OR 97231

N.W. Hoge Avenue-N.W. Harbor Boulevard
(Portland) Section
Lower Columbia River Highway
Slope at Bin Wall Toe

We appreciate your alerting us as to your concerns regarding the stability of your retaining walls adjacent to our proposed bin wall repair project.

We will make every effort to ensure the stability of your retaining walls. We have revised our plans to show a 2:1 slope on the ground below the toe of our bin wall, and also have placed the bottom of the bins at a depth sufficient to prevent an increase in lateral pressure on your retaining walls.

Donald R. Adams, P.E.
Final Design Engineer

cc Hamid R. Afghan, P.E.
McKenzie Engineering, Inc.

Versteeg ✓
Anderson
Adams
Macnab
Stoudenmeyer
Turpin
Trout
Weberlig

RECEIVED
APR 5 1983
ROAD DESIGN
SECTION

Do Not File ☐
Return To
Bring Up / /
Action

bc Walt Hart
M. D. Payne

JRM:jrb ja

1742 2W

ROAD DESIGN SECTION 378-6558 ROW 3:1

J. B. Boyd, Manager
Right of Way Section

October 14, 1982

J. H. Versteeg
Road Design Engineer

File 53018
N.W. Hoge Ave.-
N.W. Harbor Blvd. (Portland) Section
Columbia River Highway
Multnomah County

Versteeg
Anderson
Adams
Olson
Sullivan
Tarpin
Trout
Wakerlig

RECEIVED
OCT 19 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up / /
Action

Attached is a description (1 file), an authorization and right of way prints covering right of way required for the subject project, scheduled for March 24, 1983.

By: ORIGINAL SIGNED BY
W. H. WAKERLIG

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachements

1983 NE Siskiyou St.-NE Broadway 9743
St. Sec. of Cascade Hwy.
(Storm Sewer)

9743

OREGON STATE HIGHWAY DIVISION

ITEMIZED STATEMENT OF FINAL COSTS

DATE: 4/8/90

CITY: Portland

AGREEMENT NO.: 7758

PROJECT NO.: IX-9713(4)(8)

CONTRACT NO.: 9743

SECTION: N. E. Siskiyou Street-N. E. Broadway Street

PRELIMINARY ENGINEERING EA No. C026-1939 C426-1961

	Participating	Nonparticipating
Engineering by City	$ 1,681.32	$
Engineering by State		
Project Manager	18,694.73	4.60
Final Design	7,428.62	
Field Geology	21,596.90	49.16
Traffic Engineering	139.21	
R/W Liaison	103.70	
Utility Liaison	252.60	
Program Section	634.87	507.70
Specifications	2,958.76	
Bridge Design	591.15	
Training	263.26	
Hydraulics	69.16	
Environmental Studies	236.80	
Photogrammetry	66.00	
Audit	43.09	
Total	$ 54,760.17	$ 561.46
Less Federal Funds	-46,546.14	
Balance of Cost	$ 8,214.03	$ 561.46
Total City Share	$ 8,775.49	
Less Credit for Work Performed by City	-252.20	
Less City's Advance Deposit		
AD *83-09	-2,830.00	
AD *83-127	-4,220.00	
BALANCE DUE FROM CITY	$ 1,473.29	

CONSTRUCTION EA NO. C09743 IX-9713(8)

Contract Payments	$ 205,770.83	$
Interest on Contract Payments		79.13
SFO #1 Clean Storm System	1,856.65	
SFO #3 Credit - School District	-1,725.00	
Project Manager	25,279.70	554.97
Materials Testing	4,359.38	
Construction Section	518.55	
Program Section	106.55	
Technical Services	428.52	304.85
EEO Monitoring	103.21	
Engineering by City	192.67	
Total	$ 236,891.06	$ 938.95
Less Federal Funds	-201357.4	
Less State Nonparticipating Costs		-304.85
Balance of Cost	$ 35,533.66	$ 634.10
Total City Share	$ 36,167.76	
Less City's Advance Deposits		
AD #83-114	-27,000.00	
AD #83-127	-12,030.00	
BALANCE OWED TO CITY	$ 2,862.24	

SUMMARY

Preliminary Engineering	
Balance Due From City	$ 1,473.29
Construction	
Balance Owed to City	2,862.24
Total Balance Owed to City	$ 1,388.95

SS012.PK

9743

3-89

Oregon Department of Transportation
AERONAUTICS
HIGHWAY
MOTOR VEHICLES
PARKS & RECREATION
PUBLIC TRANSIT

JOURNAL ENTRY

AGENCY	TC	BATCH DATE MM DD YY	BATCH SEQUENCE NUMBER	
BI FM YY MM	DOC NUMBER	DOC DATE MM DD YY	ENCUMB NUMBER	FHWA - OVRD

	UNIT	EXP/ACCOUNT	SUB JOB	AGR. SUF. (AT)	ACT	OBJ	SOURCE	AGY. SRC (AS)	AMOUNT	REV. (R)	QUANTITY	S F O
01	7364	C09743			901	504			304.85			
02	7364	C09743	010		901	504			304.85	R		
03												
04												
05												
06												
07												
08												
09												
10												
11												
12												
13												
14												
								TOTAL				

REASON FOR REQUEST
Erroneous nonparticipating costs for blue print services that were charged after the final voucher are transfered to a state only subjob

PREPARED BY
Steve Specht

APPROVED BY
Steve Specht

734-1087 (1/89)

9743

(ORIGINAL) C026 - 1939

FORM APPROVED BY
COMPTROLLER GENERAL,
U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

3-2-89

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

STATE VOUCHER NO.

FHWA VOUCHER NO.

FHWA SCHEDULE NO.

APPROPRIATION

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*
Treasurer of the State of Oregon

ADDRESS
Capitol Building, Salem, OR 97310

PAID BY

(For use of Paying Office)

STATE
Oregon

VOUCHER TYPE *(Check Appropriate Block)*
☐ CURRENT BILLING
☐ OTHER PROGRESS
☒ FINAL VOUCHER (*)

VOUCHER PERIOD
FROM 10/05/82
TO 11/24/83

FEDERAL AID PROJECT NO.
IX - 9713 (4)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

	TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
PE 580	43,841.63	43,280.17	85.00%	36,788.14	36,788.14	
PE 178	11,480.00	11,480.00	85.00%	9,758.00	9,758.00	
	55,321.63	54,760.17	85.00%	46,546.14	46,546.14	-0-

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY	DATE	SIGNATURE OF AUTHORIZED OFFICIAL
Oregon	3/2/89	Assistant Controller

I certify that supporting records for costs claimed, and the referenced project (if applicable), have been subjected to required reviews, approvals and inspections by the Federal Highway Administration and that the amount approved is justly due.

AMOUNT SUBMITTED
$0.00
ADJUSTMENTS
AMOUNT APPROVED

SIGNATURE OF FHWA REPRESENTATIVE
(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	NE SISKIYOU STREET - SE DIVISION ST. (PORTLAND) SECTION CASCADE N. HIGHWAY MULTNOMAH COUNTY					
	Type Code PE Preliminary Engineering					
	Preliminary Engineering (State)	All Required			$53,078.85	
	PE 580 = $41,598.85 PE 178 = $11,480.00					
	Work by City of Portland	All Required			1,681.32	
	PE 580 = $1,681.32					
	Total Participating Cost				$54,760.17	
	Non-Participating Project Cost					
	State	All Required			$ 561.46	
	Total Non-Participating Cost				$ 561.46	
	Total Project Cost				$55,321.63	
	AMOUNT CARRIED FORWARD					

```
ACCOUNT SUMMARY - EXPENDITURES & LEDGERS                                JUNE 1985        PAGE  823
                                                                          FISCAL          GRAND TOTAL
      DESCRIPTION              PREFIX  FUNCTION SUB F.  GR  CURRENT MONTH   YEAR TO DATE     TO DATE
                                         TOT      P1       1,026.48          443.33CR        8,759.16
                                       ** JOB TOTALS **    1,026.48  **      443.33CR**      8,759.16  **

                                                                                                         STATE
 L COL RIV AT SAUVIES I RD    CONT NO     * FA PROJ NOS HES 0001015 100
                                  026   1937     296     00 N 9                   33.79          7,836.96CR
                                  026   1937     298     00 N 9                   33.79CR        7,836.96
                                  026   1937     901     00 P 1                   21.92CR        3,220.60
                                  026   1937     905     00 P 1                                    207.26
                                  026   1937     911     00 P 1                                  4,066.46
                                  026   1937     913     00 P 1                                     63.14
                                  026   1937     920     00 P 1                                    248.69
                                  026   1937     921     00 P 1                   15.63CR          880.02
                                  026   1937     922     00 P 1                                     21.56
                                         TOT      P1                              37.55CR        8,707.73
                                       ** JOB TOTALS **               **          37.55CR**      8,707.73  **

                                                                                                         STATE
 POSS IS BPS #50543#6767      CONT NO     * FA PROJ NOS F    0024032 100
                                  026   1938     296     00 N 9     440.02CR      17,292.22CR    23,895.02CR
                                  026   1938     298     00 N 9     440.02        17,292.22      23,895.02
                                  026   1938     901     00 P 1                                    666.33
                                  026   1938     905     00 P 1                    7,166.39       7,329.79
                                  026   1938     906     00 P 1     720.34CR       6,518.73      12,047.33
                                  026   1938     911     00 P 1                                      3.00
                                  026   1938     920     00 P 1                                     16.93
                                  026   1938     921     00 P 1     306.14CR       1,807.04       1,807.04
                                  026   1938     922     00 P 1                        9.06           9.06
                                  026   1938     932     00 P 1                      240.07         240.07
                                  026   1938     936     00 P 1                    2,904.07       4,010.25
                                  026   1938     936     00 N 1                      300.83         300.83
                                  026   1938     950     00 P 1                    1,040.81       1,040.81
                                         TOT      P1               1,026.48CR     19,686.17      27,170.61
                                         TOT      N1                                 300.83         300.83
                                       ** JOB TOTALS **            1,026.48CR**   19,987.00  **  27,471.44  **

                                                                                                         STATE
 NE RUSSELL-SE DIVISION       CONT NO      FA PROJ NOS X10 9713004 100
                                  026   1939     295     00 N 9                                ~~7,050.00~~
                                  026   1939     296     00 N 9                               ~~12,792.00CR~~
                                  026   1939     298     00 N 9                               ~~35,742.00~~
                                  026   1939     901     00 P 1                               ✓18,631.62- on[illegible]
                                  026   1939     901     00 N 1                                    4.60- final
                                  026   1939     905     00 P 1                               ✓7,311.44- final
                                  026   1939     906     00 P 1                                ✓1.80- final
                                  026   1939     910     00 P 1                               ✓21,596.33- [illegible]
                                  026   1939     910     00 N 1                                ✓49.15- Geo Ap
                                  026   1939     911     00 P 1                                 139.21- traffic
                                  026   1939     913     00 P 1                               ✓ 102.70- [illegible]
```

DESCRIPTION	PREFIX		FUNCTION	SUB F.	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE
	026	1939	914	00	P 1			136.66 - utility
	026	1939	915	00	P 1	.20CR	43.09	43.09 - Audit
	026	1939	916	00	P 1			66.00 - photogram
	026	1939	918	00	P 1			117.18 - final
	026	1939	920	00	P 1			634.87 - program
	026	1939	920	04	N 1			507.70 - program N.P.
	026	1939	921	00	P 1		3.70	2,958.76 - Space
	026	1939	922	00	P 1			24.32 - P.M.
	026	1939	923	00	P 1			44.01 - Environ
	026	1939	926	00	P 1			539.35 - Bridge
	026	1939	932	00	P 1			115.94 - Utility
	026	1939	934	00	P 1			.57 - Geology
	026	1939	937	00	P 1			69.16 - Hydraulics
	026	1939	950	00	P 1			263.26 - Training
			TOT	P1		.20CR	46.79	52,847.27
			TOT	N1				561.46
			** JOB TOTALS **			.20CR**	46.79 **	53,408.73 **
SE DIVISION-SE CRYSTAL SPRING CONT NO			FA PROJ NOS XIO 9713006 100 XI 9713006					STATE
	026	1943	295	00	N 9		3,972.02	33,270.00
	026	1943	296	00	N 9	1,239.29CR	64,371.09CR	239,306.09CR
	026	1943	298	00	N 9	1,239.29	60,399.07	206,036.09
	026	1943	901	00	P 1	7,151.58	36,664.45	147,426.74
	026	1943	901	00	N 1			140.80
	026	1943	902	00	P 1	18.52	4,651.46	6,204.77
	026	1943	903	00	P 1	10,290.04	32,350.58	37,050.18
	026	1943	905	00	P 1			10.28
	026	1943	910	00	P 1	.74CR	165.32	10,144.12
	026	1943	910	00	N 1			91.57
	026	1943	911	00	P 1	294.39	294.39	294.39
	026	1943	913	00	P 1	360.39	2,927.51	7,788.96
	026	1943	914	00	P 1			873.51
	026	1943	915	00	P 1			71.49
	026	1943	916	00	P 1			13,201.33
	026	1943	918	00	P 1	.20CR	46.88	93.38
	026	1943	920	00	P 1	.13CR	28.78	350.96
	026	1943	921	00	P 1			74.75
	026	1943	922	00	P 1	.05CR	9.53	9.53
	026	1943	923	00	P 1	253.81	655.98	5,802.52
	026	1943	926	00	P 1			100.00
	026	1943	932	00	P 1			22.51
	026	1943	933	00	P 1	6.00CR	1,562.15	3,082.40
	026	1943	933	00	N 1			37.96
	026	1943	936	00	P 1	1.99CR	447.18	5,246.02
	026	1943	938	00	P 1	958.57	3,245.85	14,258.58
	026	1943	950	00	P 1	178.02	361.97	1,268.59
	026	1943	950	52	P 1			390.50
	026	1943	960	00	N 1	.77CR	188.02	138.02

```
PAGE      1

                         JOB COST SUMMARY RUN ON  04-04-91
                      EA/SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUMBER
                             PAYROLL CHARGES ARE LOADED
                            CHARGES ARE CURRENT TO 03/30/91
                            FOR EXPENDITURE ACCOUNT C0261939

                                             CREW   MSA          CURRENT        BALANCE TO
EA          SUBJOB ACTIVITY OBJ-DETAIL NUMBER FIELD          MONTH            DATE
--          ------ -------- ---------- ------ -----          -------        ----------
C0261939 000    923       001        7510                                    145.46
C0261939 000    923       001        7520                                     47.33
OBJ-DETAIL 001                                                               192.79

ACTIVITY    923                                                             ✓192.79 SUBTOTAL — Environ

SUB-JOB     000 SUBTOTAL                                                     192.79

C0261939 010    899       299        0100                                    561.46 ***
OBJ-DETAIL 299                                                               561.46

ACTIVITY    899                                                              561.46 SUBTOTAL

SUB-JOB     010 SUBTOTAL                                                     561.46

C0261939 011    899       299        0100                                 52,847.27 ***
OBJ-DETAIL 299                                                            52,847.27

C0261939 011    899       598        0631                                -11,480.00
OBJ-DETAIL 598                                                           -11,480.00

ACTIVITY    899                                                           41,367.27 SUBTOTAL

C0261939 011    900       001        8012                                     38.79
OBJ-DETAIL 001                                                                38.79

ACTIVITY    900                                                              ✓38.79 SUBTOTAL — pnl

SUB-JOB     011 SUBTOTAL                                                  41,406.06

C0261939 021    899       598        0631                                 11,480.00
OBJ-DETAIL 598                                                            11,480.00

ACTIVITY    899                                                           11,480.00 SUBTOTAL

SUB-JOB     021 SUBTOTAL                                                  11,480.00

EA          C0261939 TOTAL                                                53,640.31

*** INDICATES PRIOR TO JULY 1, 1985 EXPENDITURES
```

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PAGE     4

                          JOB COST SUMMARY RUN ON  04-04-91
                       EA/SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUMBER
                             PAYROLL CHARGES ARE LOADED
                            CHARGES ARE CURRENT TO 03/30/91
                            FOR EXPENDITURE ACCOUNT C4261961

                                             CREW   MSA           CURRENT        BALANCE TO
EA        SUBJOB ACTIVITY OBJ-DETAIL NUMBER FIELD            MONTH            DATE
--        ------ -------- ---------- ------ -----           -------        ----------
C4261961 011     899      299        0100                                    1,429.12 ***
OBJ-DETAIL 299                                                               1,429.12

ACTIVITY   899                                                               1,429.12 SUBTOTAL

SUB-JOB    011 SUBTOTAL                                                      1,429.12

C4261961 090     899      299                                                1,429.12 ***
C4261961 090     899      299        0100                                   -4,287.36 ***
C4261961 090     899      299        0521                                    2,858.24 ***
OBJ-DETAIL 299

ACTIVITY   899                                                                        SUBTOTAL

SUB-JOB    090 SUBTOTAL

EA         C4261961 TOTAL                                                    1,429.12

*** INDICATES PRIOR TO JULY 1, 1985 EXPENDITURES
```

Credit 1681.32
1429.12

25220

9743

Project Prospect
Part 4 - Survey Authority

KEY 00732

Section NE SISKIYOU ST   NE BROADWAY (82ND AVE)
Highway CASCADE NORTH   Hwy No. 0068   Region 1
County MULTNOMAH   Co. No. 26

Authorization No. 03   PE EA NO C0261939   Date 07JUL87

		ORG UNIT	EST COST	CURRENT AUTH
900	PROJECT	1000	18680	18680
	ENGRING		0	0
	FLD OFF		0	0
901	PROJ	APPL	1500	1500
	ENGRING	CONSL	0	0
902	CITIZNS	N/A	0	0
903	FNL DES	74	0	0
	BRIDGE	74	0	0
	FNDTN	1094	590	590
904	PRELIM	7112	0	0
	DESIGN		0	0
905	FNL DES	7300	5490	5490
906	REDESIG	73	0	0
907	TPDTDES	7331	2150	2150
908	FLD TST	1000	21650	21650
909	R/W DES	7111	0	0
910	R/W MAP	7111	0	0
911	SIGN	7600	140	140
	AND	76	0	0
	SIGNAL	76	0	0
	DESIGN		0	0
912	RR MAPS	73	0	0
913	RW LIA	7730	110	110
964	PREPARE			
	PERMITS	7000	30	30
990	OTH ACT	N/A	0	0

		ORG UNIT	EST COST	CURRENT AUTH
914	UTILITY	7783	140	140
	LIAISON	1081	120	120
915	LNDSCPE	7114	0	0
916	PHOTO	7142	70	70
920	PROGRAM	0600	1150	1150
921	SPECS	7200	2960	2960
923	ENVIR	7500	240	240
	STUDIES	75	0	0
		75	0	0
			0	0
925	AIR MON	7510	0	0
927	FREE BR	74	0	0
	DESIGN	74	0	0
929	BR SPEC	7200	0	0
933	BAS DES	7141	0	0
934	GEO TEC	7120	0	0
937	HYDRAUL	7143	70	70
949	SYS STD	N/A	0	0
960	PROSPEC	7144	0	0
961	HEARING	7113	0	0
962	RECON		0	0
963	REV SVY	7113	120	120
980	PUBLIC			
	HEARING	N/A	0	0
020	TRAIN	N/A	270	270
050	AUDIT	0500	50	50

	EST COST	CURRENT AUTH
TOTALS	55530	55530
PREV AUTH		44050
ADD. AUTH REQ		11480

R/W EA
PE Funding FEDERAL
FA PROJ NUM IX-9713(4)(8) ✓

Remarks: BY REQUEST OF THE CITY OF PORTLAND THE PROJECT LIMITS WERE EXTENDED. THE ADITIONAL INVOLVEMENT REQUIRED BY VARIOUS ACTIVITIES WAS UNDERESTIMATED AT THAT TIME. THIS FIANL REQUEST IS TO FUND THAT ADDED WORK

Prepared By S. SPECHT	Date 07JUL87	Appr Asst Engr D.R.ADAMS	Date [illegible]
Region Engineer X	Date X	Approved O.T.C.	Date [illegible]
Location Engineer BOB POOL	Date 10JUL87	Appr FHWA	Date [illegible]

9743

STATE OF OREGON
Highway Division

INTEROFFICE MEMO
PRO 6-2

DATE: February 20, 1987

TO: Richard Hacek
Acting Controller

ORIGINAL SIGNED BY
GARY A. POTTER

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: Final Voucher Submission
Project IX-9713(4)
N.E. Russell St.-S.E. Division St. (Portland) Section
Cascade Hwy. North
Multnomah County

Construction work under the subject preliminary engineering program has been contracted, therefore, would you please have the necessary action taken for submission of the final voucher on this project. The last contract work was done with State funds under contract No. 10071 with an advertising date of May 15, 1985, which should normally be the cut-off date for the preliminary engineering work.

CPL:bkb
cc: Shirley Williams (FHWA)
G. Zehner
General Files

9743

(ORIGINAL)

FORM APPROVED BY
COMPTROLLER GENERAL,
U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATIO
FEDERAL HIGHWAY ADMINISTRATIO

2-19-87

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

STATE VOUCHER NO.

FHWA VOUCHER NO.

FHWA SCHEDULE NO.

APPROPRIATION

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*
Treasurer of the State of Oregon

ADDRESS
Capitol Building
Salem, OR 97310

PAID BY

(For use of Paying Office)

STATE
Oregon

VOUCHER PERIOD
FROM 11/22/83
TO 10/10/84

VOUCHER TYPE *(Check Appropriate Block)*
☐ CURRENT BILLING
☐ OTHER PROGRESS
☒ FINAL VOUCHER (*)

FEDERAL AID PROJECT NO.
IX-9713(8)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

580

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
237,525.16	236,891.06	85%	201,357.40	201,357.40	-0-

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY
Oregon

DATE
11/13/86

SIGNATURE OF AUTHORIZED OFFICIAL
Controller

I certify that supporting r
(if applicable), have been
by the Federal Highway A

2-19-87
Final Voucher
not back from
FHWA.
Wayne checking PE.
Diane says no voucher,
FL

renced project
als and inspections
pproved is justly due.

AMOUNT SUBMITTED
0.00

ADJUSTMENTS

AMOUNT APPROVED

SIGNATURE OF FHWA REPRESENTATIVE
(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20
(REV. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

9743

(ORIGINAL)

FORM APPROVED BY
COMPTROLLER GENERAL,
U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATIO
FEDERAL HIGHWAY ADMINISTRATIO

2-19-87

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

STATE VOUCHER NO.

FHWA VOUCHER NO.

FHWA SCHEDULE NO.

APPROPRIATION

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*
Treasurer of the State of Oregon

ADDRESS
Capitol Building
Salem, OR 97310

PAID BY

(For use of Paying Office)

STATE
Oregon

VOUCHER TYPE *(Check Appropriate Block)*
☐ CURRENT BILLING
☐ OTHER PROGRESS
☒ FINAL VOUCHER (*)

VOUCHER PERIOD
FROM 11/22/83
TO 10/10/84

FEDERAL AID PROJECT NO.
IX-9713(8)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

580

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
237,525.16	236,891.06	85%	201,357.40	201,357.40	-0-

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY
Oregon

DATE
11/13/86

SIGNATURE OF AUTHORIZED OFFICIAL
Controller

I certify that supporting records for costs claimed, and the referenced project (if applicable), have been subjected to required reviews, approvals and inspections by the Federal Highway Administration and that the amount approved is justly due.

AMOUNT SUBMITTED
0.00

ADJUSTMENTS

AMOUNT APPROVED

SIGNATURE OF FHWA REPRESENTATIVE
(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20
(REV. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	N.E. SISKIYOU ST. - N.E. BROADWAY ST. SECTION CASCADE HIGHWAY (N.E. BROADWAY ST. SECTION) MULTNOMAH COUNTY					
	Construction Type Code Y007 Storm Sewer (Sta. 35+70 to Sta. 64+00)					
	Final Contract Payment Summary	Lump Sum			$205,770.83	
SFO#1	Clean existing storm system (State)	All Required			1,856.65	
SFO#3	Credit Project from (Portland School District No. 1) for remove and reinstall 100 sq. yards of 4" PCC walk.	All Required			(1,725.00)	
	TOTAL PARTICIPATING CONSTRUCTION COST				**$205,902.48**	
	Construction Engineering					
	State	All Required			$ 30,692.70	
	Work by City of Portland	All Required			192.67	
	TOTAL PARTICIPATING CONSTRUCTION ENGINEERING				**$ 30,885.37**	
	Misc. Project Cost					
	Monitor Equal Opportunity Employment	All Required			$ 103.21	
	TOTAL PARTICIPATING PROJECT COST				**$236,891.06**	
	Non Participating Project Cost					
	Interest on Final Payments	All Required			$ 79.13	
	Construction Engineering (State)	All Required			554.97	
	TOTAL NON PARTICIPATING PROJECT COST				**$ 634.10**	
	TOTAL PROJECT COST				**$237,525.16**	
	Prepared based on Participating Cost as shown on the Federal Billing as of 10/30/86.					

AMOUNT CARRIED FORWA ....

```
                             JOB COST SUMMARY RUN ON  04-04-91
                        EA/SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUMBER
                                PAYROLL CHARGES ARE LOADED
                               CHARGES ARE CURRENT TO 03/30/91
                               FOR EXPENDITURE ACCOUNT C09743
                                                CREW   MSA         CURRENT      BALANCE TO
EA        SUBJOB ACTIVITY OBJ-DETAIL NUMBER FIELD       MONTH          DATE
--        ------ -------- ---------- ------ -----      -------      ----------
C09743    000     899      550         8042
OBJ-DETAIL 550
                                                                              SUBTOTAL
ACTIVITY    899
                                                                          21.33
C09743    000     901      504         7363                              -21.33
C09743    000     901      504         7364
OBJ-DETAIL 504
                                                                              SUBTOTAL
ACTIVITY    901

SUB-JOB     000 SUBTOTAL
                                                                         427.40 ***
C09743    010     899      299         8019                              427.40
OBJ-DETAIL 299
                                                                         427.40 SUBTOTAL
ACTIVITY    899
                                                                         206.70
C09743    010     900      598         0521                              206.70
OBJ-DETAIL 598
                                                                        ✓206.70 SUBTOTAL -pm H.P
ACTIVITY    900
                                                                          81.90
C09743    010     901      001         7363                              201.62
C09743    010     901      001         7364                              283.52
OBJ-DETAIL 001
                                                                          21.33
C09743    010     901      504         7364                               21.33
OBJ-DETAIL 504
                                                                         304.85 SUBTOTAL-bch H.P
ACTIVITY    901
                                                                         938.95
SUB-JOB     010 SUBTOTAL
                                                                        -287.51
C09743    011     020      598         0521                             -287.51
OBJ-DETAIL 598
                                                                       ✓-287.51 SUBTOTAL -hamng
ACTIVITY    020
                                                                     237,385.27 ***
C09743    011     899      299         8019                          237,385.27
OBJ-DETAIL 299

*** INDICATES PRIOR TO JULY 1, 1985 EXPENDITURES
```

```
                         JOB COST SUMMARY RUN ON  04-04-91
                     EA/SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUMBER
                           PAYROLL CHARGES ARE LOADED
                          CHARGES ARE CURRENT TO 03/30/91
                           FOR EXPENDITURE ACCOUNT C09743
                                           CREW   MSA
EA        SUBJOB ACTIVITY OBJ-DETAIL NUMBER FIELD        CURRENT       BALANCE TO
                                                          MONTH           DATE
--        ------ -------- ---------- ------ -----        -------       ----------
ACTIVITY   899                                                          237,385.27 SUBTOTAL

C09743    011     900      001        8042
OBJ-DETAIL 001

C09743    011     900      598        0521                                -206.70
OBJ-DETAIL 598                                                            -206.70

ACTIVITY   900                                                            -206.70 SUBTOTAL P.M

SUB-JOB    011 SUBTOTAL                                                 236,891.06

EA         C09743 TOTAL                                                 237,830.01


*** INDICATES PRIOR TO JULY 1, 1985 EXPENDITURES
```

ACCOUNT SUMMARY - EXPENDITURES & LEDGERS

JUNE 1985

interest d.P

DESCRIPTION		PREFIX	FUNCTION	SUB	F.	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE BEG	YRS END
	026	1041	204	00	P	1		2,500.00		84	84
	026	1041	206	00	N	1		79.13	79.13	84	84
	026	1041	270	01	P	1			1,856.65 - State 1	84	84
	026	1041	291	03	P	1			1,725.00CR	84	84
	026	1041	295	00	N	9		1,431.21	~~38,710.91~~	84	84
	026	1041	296	00	N	9		4,067.40CR	~~240,376~~.16CR	84	84
	026	1041	298	00	N	9		2,636.19	~~201,665.25~~	84	84
	026	1041	900	00	P	1	132.72	145.04	25,439.99 - pm d.P	84	85
	026	1041	900	00	N	1			348.27 - pm	84	84
	026	1041	903	00	P	1			192.67 - City	84	84
	026	1041	920	00	P	1			106.55 - program	84	84
	026	1041	940	00	P	1	.08CR	17.43	4,007.26 - mat'l	84	85
	026	1041	941	00	P	1			352.12 - mat'l	84	84
	026	1041	944	00	P	1			428.52 - tech	84	84
	026	1041	945	00	P	1	.61CR	135.05	469.26 - const	84	85
	026	1041	946	00	P	1			46.41 - pm	84	84
	026	1041	948	00	P	1			49.29 - const	84	84
	026	1041	950	00	P	1			287.51 - training	84	84
	026	1041	985	00	P	1			103.21 - EEO	84	84
			TOT	P1			132.03	2,809.70	237,3[illegible]5.27		
			TOT	N1				79.13	427.40		
			** JOB TOTALS **				132.03 **	2,888.83 **	237,812.67 **		
WILL R (STEEL BR & RAMPS)	CONT NO 9748		FA PROJ NOS				X10 0000LFT 42	X10 0000LFT 58		STATE	
	026	1042	201	00	P	2	143,064.54	1,398,112.03	1,416,699.80	84	85
	026	1042	201	00	P	3	106,892.71	2,494,041.98	2,577,798.44	84	85
	026	1042	201	00	N	2		2,500.00	2,500.00	84	84
	026	1042	201	00	N	3		670.00	670.00	85	85
	026	1042	202	00	N	2	136.15	2,251.74	2,251.74	85	85
	026	1042	205	00	N	2	6.81CR	112.59CR	112.59CR	85	85
	026	1042	205	02	P	2	434.19CR	6,398.42CR	6,398.42CR	84	85
	026	1042	205	02	P	3	108.55CR	1,599.60CR	1,599.60CR	84	85
	026	1042	205	05	P	2		243.16CR	243.16CR	85	85
	026	1042	205	05	P	3		42.93CR	42.93CR	85	85
	026	1042	270	03	P	2	350.00	350.00	350.00	85	85
	026	1042	284	02	P	2	8,683.77	127,002.62	127,968.27	84	85
	026	1042	284	02	P	3	2,170.94	29,759.62	30,001.03	84	85
	026	1042	285	02	P	3		1,991.06	1,991.06	85	85
	026	1042	285	05	P	2		4,863.39	4,863.39	85	85
	026	1042	285	05	P	3		858.25	858.25	85	85
	026	1042	296	00	N	9	45,930.07	4,180,867.13CR	4,317,620.73CR	84	85
	026	1042	299	00	N	9	45,930.07CR	4,180,867.13	4,317,620.73	84	85
	026	1042	900	00	P	2	22,826.74	146,940.72	171,875.34	84	85
	026	1042	900	00	P	3	32,102.70	202,835.22	237,341.88	84	85
	026	1042	900	00	N	2	334.58	3,616.71	4,203.58	84	85
	026	1042	900	00	N	3	381.93	4,759.54	5,302.92	84	85
	026	1042	900	02	P	2			132.54	84	84
	026	1042	900	02	P	3			164.10	84	84

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ACCOUNT SUMMARY - EXPENDITURES & LEDGERS                                          JUNE 1985      PAGE  140

                                                                                   FISCAL
      DESCRIPTION          PREFIX  FUNCTION SUB F. GR  CURRENT MONTH          YEAR TO DATE       GRAND TOTAL     ACTIVE  YRS
                                                                                                  TO DATE        BEG     END
                          026  1038    948    00 P 1            .03CR              8.16             29.79       84      85
                                       TOT       P1            7.99        277,609.20        288,416.21
                                       TOT       N1                                              387.66
                                    ** JOB TOTALS **           7.99 **     277,609.20 **     288,803.87 **

  COLUMBIA CO L-BURLINGTON   CONT NO       FA PROJ NOS F   0171013 100
                                                                                                                STATE
                          026  1039    285    01 P 0                                         152,195.00       71      71
                          026  1039    285    01 P 1                                           2,050.00       73      76
                          026  1039    296    00 N 9                                          21,191.93CR     71      82
                          026  1039    296    00   0                                          96,789.08CR     71      71
                          026  1039    298    00 N 9                                          21,191.93       71      82
                          026  1039    298    00   0                                          96,789.08       71      71
                          026  1039    900    00 P 0                                             137.92       71      71
                          026  1039    900    00 P 1            .07                6.96          337.60       72      85
                          026  1039    900    00   0                                              33.36       71      71
                          026  1039    915    00 P 1                                             207.74       71      76
                          026  1039    920    00 P 1                                              65.61       84      84
                          026  1039    945    00 N 1                                              30.01       82      82
                          026  1039    948    00 P 1                                                .36CR     81      81
                          026  1039    948    00 N 1                                              25.31       81      82
                                       TOT    00                                             152,366.28
                                       TOT       P1             .07                6.96        2,664.59
                                       TOT       N1                                               55.32
                                    ** JOB TOTALS **            .07 **             6.96 **   155,086.19 **

  MT HOOD HWY-S 16474 HES-24-(3 CONT NO 0000   FA PROJ NOS HES 0024038 100
                                                                                                                STATE
                          026  1040    201    00 P 1                        102,901.14CR                      84      84
                          026  1040    204    00 P 1                          5,145.06                        84      84
                          026  1040    270    01 P 1          17.70CR        10,638.82        16,552.01       84      85
                          026  1040    296    00 N 9           9.79CR        22,010.02CR      22,010.02CR     84      85
                          026  1040    298    00 N 9           9.79          22,010.02        22,010.02       84      85
                          026  1040    900    00 P 1           4.23             179.24CR       6,120.55       84      85
                          026  1040    900    00 N 1                            200.22           200.22       84      84
                          026  1040    900    01 P 1                                              97.52       84      84
                          026  1040    920    00 P 1            .08CR            17.43           156.65       84      85
                          026  1040    940    00 P 1          42.77             511.77           533.77       84      85
                          026  1040    941    00 P 1            .31CR           243.21           419.15       84      85
                          026  1040    942    00 P 1            .01               2.28            81.58       84      85
                          026  1040    944    00 P 1            .27CR            59.12           359.18       84      85
                          026  1040    945    00 P 1          36.87              68.53           117.10       84      85
                          026  1040    948    00 P 1            .03CR             8.16             8.16       84      85
                          026  1040    985    00 P 1                                              74.90       84      84
                                       TOT       P1           64.99          86,386.00CR      24,520.57
                                       TOT       N1                             200.22           200.22
                                    ** JOB TOTALS **          64.99 **       86,185.78CR**    24,720.79 **

  NE SISKIYOU ST-BRDWAY(82ND)   CONT NO 9743   FA PROJ NOS X10 9713008 100
                                                                                                                STATE
                          026  1041    201    00 P 1                             12.18       205,770.83 -contact  84      84
```

9 7[illegible]

1

STATE COPY

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FINAL ACCEPTANCE REPORT

REGION NUMBER 10	**REPORT NUMBER** 3	**COUNTY** Multnomah 10-4 1-	**DIVISION** Oregon
DATE OF REPORT 10/4/84	**REPORT MADE BY** T. P. Lowe, Area Engineer		**PROJECT NO.** IX-9713(8)
COMPLETION DATE 4/9/84	**ACCEPTANCE DATE BY CONTRACT AGENCY** 7/2/84	**TIME ELAPSED** 63 %	**CONTRACT TIME** 150 days
APPROVED EXTENSIONS None	**LOCATION** See Below		

NOTE - *The PR-47, Statement of Materials and Labor Used by Contractors on Highway Construction involving Federal Funds, has been submitted.
*A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right of way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work*

NE Siskiyou Street - NE Broadway Street Section
Cascade Highway (NE 82nd Avenue
Storm Sewer

The project provided for construction of a storm drainage system. Fifteen concrete drainage sumps were constructed and connected to the existing surface drainage system.

The final cost of $237,00 underran the original authorization by 9%.

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
OCT 11 '84
REFER TO
Fredrickson
FOR
Info Inves R/D D/R Sign Act File

cy
10/12

*NOTE: Not applicable for direct federal projects

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Original Signed by T P LOWE		**SIGNATURE** Original Signed By G K. HOSSNER Field Operations Engineer	
TITLE Area Engineer	**DATE** October 4, 1984	**TITLE** Field Operations Engineer	**DATE** 10/10/84

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED.
(Rev 12-79)

9743

July 19, 1984

Industrial Indemnity Company
421 SW Sixth Avenue
Portland, OR 97204

CON 5
#9743

Gentlemen or Ladies:

On July 6, 1984, we wrote to you concerning release of final payment on Contract No. 9743 awarded to BL & B Contractors Incorporated for the storm sewer on the NE Siskiyou Street-NE Broadway Street Section of the Cascade Highway in Multnomah County.

Final payment on this contract is $2,512.18 and the total contract amount is $205,770.83. No work was performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: BL & B Contractors Incorporation
2329 SW 19th Court
Gresham, OR 97030

bc: C. O. Fredrickson
Walt Hart
E. L. Hardt

nig
9943

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9713(8)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon
6-11-84

4. PROGRAM NO.

5. ITEM NO. 20150

6. TO
Mr. H. S. Coulter, State Highway ENgineer
Oregon State Highway Division, ODOT
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 3-9-84

8. FEDERAL ROUTE NUMBER FAU 9713

9. STATE ROUTE NUMBER Primary 68

10. GENERAL LOCATION:
NE. SISKIYOU STREET - NE. BROADWAY STREET

11. GENERAL DESCRIPTION OF WORK
Replace damaged traffic signal loops

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~[illegible]~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of March 9, 1984, as requested in Mr. Fredrickson's letter of May 18, 1984 as being cost-effective for the use of City forces to proceed with the above work.

State Force Order No. 2, representing work to be performed by the City of Portland forces, is approved for a TEC of $3,000; Federal Funds $2,550.

RECEIVED
STATE HWY ENGR
JUN 15 '84
REFER TO Potter
FOR
Info | Inves | R/D | O/R | Sign | Act | File

Orig. to
6/15

14. DATE 6-11-84

15. SIGNATURE OF APPROVING OFFICIAL G K H

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

1743

rll

U. S. DEPARTMENT OF TRANSPOR TION
FEDERAL HIGHWAY ADMINIS TION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.: IX-9713(8)

2. STATE PROJECT NO.: See Below

2A. COUNTY NAME: Multnomah

3. FROM:
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.:

5. ITEM NO.: 20150

6. TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
JUN 8 '84
REFER TO Potter
FOR

Info	Inves	B/D	D/R	Sign	Act	File

Orig K
6/11

7. DATE AUTHORIZATION EFFECTIVE: 3/22/84

8. FEDERAL ROUTE NUMBER: FAU 9713

9. STATE ROUTE NUMBER: Primary 68

10. GENERAL LOCATION:

NE Siskiyou Street - NE Broadway Street

11. GENERAL DESCRIPTION OF WORK:

Credit to project

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* See Below

13. REMARKS

As requested by Mr. Fredrickson's letter of 5/18/84 this will confirm the advance approval date of 3/22/84 to credit the subject project for work performed by the Contractor and reimbursed by Portland School District No. 1 in the amount of $1,725, Federal Funds $1,466. (SFO #3)

(Note: Work was accomplished under PA #3)

14. DATE: 6/4/84

15. SIGNATURE OF APPROVING OFFICIAL:

16. TITLE: for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

rll

9713

F

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9713(8)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20150

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/31/84

8. FEDERAL ROUTE NUMBER FAU 9713

9. STATE ROUTE NUMBER Primary 68

10. GENERAL LOCATION:
NE Siskiyou Street - NE Broadway Street

11. GENERAL DESCRIPTION OF WORK
Clean existing storm sewer system

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 1/31/84 as requested in Mr. Fredrickson's letter of 3/23/84 as being cost effective for the use of State forces to proceed with the above work. State Force Order No. 1 is approved for a TEC of $15,000 - Federal Funds $12,750.

RECEIVED
STATE HWY ENGR
MAR 30 '84
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE 3/26/84

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

March 1, 1984

Mr. M. W. Lindsay, Director
Physical Plant Planning and
Inspection
P.O. Box 3107
Portland, OR 97208

10-inch Sanitary Sewer Line Conflict
N.E. Siskiyou St.-N.E. Broadway St.
Section
Cascade Highway (N.E. 82nd Ave.)
Multnomah County
Project No. IX-9713(8)

Dear Mr. Lindsay:

Bids were received by the Oregon Transporation Commission on the above titled project on December 20, 1983. The successful low bidder for the project is B L & B Contractors, Inc., 2329 S.W. 19th Court, Gresham, OR 97030.

After the project had been staked for construction, it was found that a 10-inch pressure sanitary sewer line owned by Portland School District No. 1 conflicted with the construction of drainage sumps along the westerly side of N.E. 82nd Ave. between highway Stations 47+00 and 48+50. The School District was advised verbally of the conflict between the proposed construction and the sanitary sewer line. The conflicting sanitary sewer pipe is located on State highway right of way, by Oregon State Highway Division permit, therefore, the cost of relocating the sanitary sewer pipe is the responsibility of Portland School District No. 1.

During discussions between the School District and the State Highway Division, it was decided that the least expensive way to eliminate the conflict between the sumps and the sanitary sewer was to change the location of the proposed drainage sumps. The only area available for the construction of the sumps was beneath the existing concrete sidewalk. The construction of the sumps at the new location, therefore, requires the removal and replacement of some 100 sq. yards of 4-inch Portland Cement Concrete walk. The removal and replacement of the 4-inch concrete walk is an additional cost to the State's project and I have been advised that the Portland School District No. 1 has agreed to pay for this extra cost.

The Oregon State Highway Division has entered into a Price Agreement with its contractors, B L & B Contractors, Inc., for the removal and

RECEIVED
TECHNICAL SERV.
MAR 2 '84
REFER TO
FOR
Info
Inves
R/D
D/R
Sign
Act
File

reinstallation of the 100 sq. yards of 4-inch PCC walk. The amount of the Price Agreement is $1,725. It would, therefore, be Portland School District No. 1's responsibility to reimburse the Oregon State Highway Division the lump sum cost of $1,725 for the removal and reinstallation of the concrete walk. A copy of the Price Agreement is attached.

The Oregon State Attorney General's office has set forth an opinion based on statutes governing the allocation of highway construction costs, that the cost of non-highway construction (the removal and reinstallation of the 100 sq. yards of 4-inch concrete walk in this case) must be deposited with the agency administering the highway construction contract in advance of actual construction. The Oregon State Highway Division is administering the contract for this project, therefore, Portland School District No. 1 will be required to forward payment to the Oregon State Highway Division before the actual work is started.

If the terms set forth above for the elimination of the conflict between the proposed construction of drainage sumps and the District's 10-inch pressure sanitary sewer line is acceptable to the Portland School District No. 1, please have the appropriate official(s) execute two copies of this letter in the space provided below and return the two copies to this office.

Yours truly,

Jack M Cartwright

Jack M. Cartwright
Utility Relocation Coordinator

JMC/llr
Attachments

bc: D. E. Wilken, FHWA
E. S. Hunter
Wayne Cobine
E. L. Hardt
Gary Kennen
Pete Gonzalez
R. L. Fleming

APPROVED:

PORTLAND SCHOOL DISTRICT NO. 1

DATE______________________________

BY______________________________

TITLE______________________________

State

OMB No. 04-R2089

TO BE COMPLETED BY FHWA

MONTHLY TRANSACTION NO.

2-2

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID PROJECT AGREEMENT

State: OREGON

County: MULTNOMAH

Project No.: IX-9713(8)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

N.E. Siskiyou St.-N.E. Broadway St.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-22-83	0.00
OTHER *(Specify)*		

FUNDS PRO RATA 85%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 260,210.00	$ 221,178.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~By~~ FOR: H. S. Coulter

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator 1-26-84

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen Files

Oregon State Highway Division
Salem, Oregon January 20, 1984

Federal-Aid Project No. IX-9713(8)

N.E. Siskiyou St.-N.E. Broadway St. Section
Cascade Highway (N.E. 82nd Ave.)
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code Y007
Storm Sewer (Sta. 35+70 to Sta. 64+00)

Mobilization		All Required		$	15,000.00
Temporary Protection and Direction of Traffic		All Required			8,850.00
Temporary Signs	665	Sq. Ft.	7.85		5,220.25
Temporary Barricades	33	Each	75.00		2,475.00
Temporary Concrete Barriers, Reflectorized	338	Lin. Ft.	17.80		6,016.40
Moving Temporary Concrete Barriers, Reflectorized	1,000	Lin. Ft.	10.75		10,750.00
Temporary Plastic Safety Markers	20	Each	48.00		960.00
Flagmen	300	Hour	24.00		7,200.00
Sequential Arrow Signs	3	Each	1,925.00		5,775.00
Removal of Structures and Obstructions		All Required			4,500.00
Trench Excavation	1,920	Cu. Yd.	11.40		21,888.00
1"-0 Aggregate Base	1,350	Cu. Yd.	9.00		12,150.00
12-inch Sewer Pipe	885	Lin. Ft.	12.20		10,797.00
18-inch Sewer Pipe	1,350	Lin. Ft.	16.20		21,870.00
Extra for Pipe Under Pavement	1,825	Lin. Ft.	8.05		14,691.25
Concrete Manholes	5	Each	850.00		4,250.00
Concrete Sumps	15	Each	2,995.00		44,925.00
Concrete Inlets, Type CG-1	10	Each	325.00		3,250.00
Concrete Inlets, Type CG-2	4	Each	425.00		1,700.00
Concrete Sediment Manhole	4	Each	1,050.00		4,200.00
Sediment Manhole Conversion	8	Each	600.00		4,800.00
			Subtotal	$	211,267.90
			Engineering		28,512.10
			Total	$	239,780.00

Length of Project			0.00 mi.

Work in Reserve Status

Clean Existing Storm Sewer System (City)	All Required		$ 15,000.00
Replace Damaged Traffic Signal Loops (State)	All Required		3,000.00
		Subtotal	$ 18,000.00
		Engineering	2,430.00
		Total	$ 20,430.00

SUMMARY OF FUNDS (85%)

Description	Total Cost	Federal Funds	CITY Funds
Storm Sewer	$ 239,780.00	$ 203,813.00	$ 35,967.00
Reserve	20,430.00	17,365.00	3,065.00
Total	$ 260,210.00	$ 221,178.00	$ 39,032.00

Group 1 100%
Contract No. 9743
Prefix: 26-1939
Prefix: 26-1041

DAR:pf

DATE: January 25, 1984 CON 5

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM: C. O. Fredrickson, P.E., P.L.S.
Construction Engineer

SUBJECT: Notification Contract Work Started
Federal-aid Project Number
IX-9713(8)

Contract 9743, Work Started January 19, 1984

Project NE Siskiyou St.-NE Broadway St.

Highway Cascade (NE 82nd Ave.)

County Multnomah

RDC:mk

cc: R. D. Church

CPC/FL3

9743

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: N.E. Siskiyou St-
N.E. Broadway St

WEEK ENDING: January 21, 1984

SECTION PREFIX: 026-1041

HIGHWAY: Cascade
(N.E. 82nd Ave)

COUNTY: Multnomah

NAME OF JOB: N.E. Siskiyou St-N.E. Broadway

KIND OF WORK: Storm Sewer

CONTRACTOR: B L & B Contractors, Inc.

CONTRACT NUMBER: 9743

FEDERAL AID PROJECT NUMBER: IX-9713(8)

DATE OF CONTRACT: 22 December 1983

DATE WORK STARTED: 9 January 1984

ESTIMATED COMPLETION DATE: June 3, 1984

AVERAGE FORCE ON PROJECT FOR THE WEEK:
MEN: 3 SUPERVISION: 1

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS: 150

CALENDAR DAYS USED: 17

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 11%

PROJECT AUTHORIZATION: $ 260,219.07

EXCLUSIVE OF ENGINEERING: $ 239,584.96

ENGINEERING AUTHORIZATION: $ 20,634.11

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 0

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 228,767.90

ENGINEERING COST TO DATE: $ 1,000.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 0

ESTIMATED PERCENT: XXXXX UNDERRUN 5 %

PERCENT OF AUTHORIZATION: 5 %

DATE PROJECT WAS COMPLETED:

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD	Concrete Sumps	
	0%		0%			0%	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)		1350 Ton			
TOTAL QUANTITIES CORRECTED TO DATE		1350 Ton			
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE		0 Ton			
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	Clear	1		
MONDAY	Clear	1		
TUESDAY	Clear	1		
WEDNESDAY	Clear	1		
THURSDAY	Partly Cloudy	1		
FRIDAY	Partly Cloudy	1		
SATURDAY		1		

K

RECEIVED
JAN 24 1984
CONSTRUCTION SECTION
CE FOS OCS SCS PEO LC FF

GENERAL ESCRIPTION OF ACTIVITIES FOR HE WEEK

SUNDAY	No activity.
MONDAY	No activity.
TUESDAY	No activity.
WEDNESDAY	No activity.
THURSDAY	Began installing temporary signing.
FRIDAY	Continued installing temporary signing.
SATURDAY	

REMARKS

SUMMARY: Project work began this week. Contractor installing Temporary Signing.

ANTICIPATED: Will continue installing temporary signing.

SIGNED Gary Kennen LOCATION Portland

Gary Kennen, Project Mgr.

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP-F216

9743

December 16, 1983

PKJ

Dick Schmidt
State Highway Coordinator
City of Portland
Bureau of Street &
  Structural Engineering
Room 802, 1120 SW Fifth Avenue
Portland, OR 97204

Dear Mr. Schmidt:

On December 15, 1983 we received a satisfactory bid from BL & B Contractors, Inc. of Gresham for the N.E. Siskiyou St.-N.E. Broadway St. Section of N.E. 82nd Avenue.

The City share and balance of advance deposit is computed as follows:

Contractor's Bid		$211,267.90
Anticipated Additional Items:		
Clean Existing Storm Sewer (City)	$15,000.00	
Replace Damaged Traffic Signal Loops (State)	3,000.00	18,000.00
SUBTOTAL		$229,267.90
Contingencies (4 1/2%)		10,317.06
Engineering (9%)		20,634.11
TOTAL CONST. COST		$260,219.07
Estimated Preliminary Engineering Cost		47,000.00
TOTAL COST		$307,219.07
City Share: 15% of $307,219.07 =	$46,082.86	
Less P.E. Deposit 3-24-83	(2,830.00)	
Less 65% Const. Deposit 12-6-83	(27,000.00)	
CITY'S ADVANCE DEPOSIT DUE	$16,252.86 rounded	$16,250

Please increase your deposit in the Local Government Investment Pool by $16,250. The contract will be awarded early next week.

Very truly yours,

Gary A. Potter, Manager
Program Section

12-22-83
16,250
LGIP
G

GEZ:pf
cc w/AD #83-127: Don Rose, Metro Region
W. E. Skoog-Please return completed AD #83-127 when deposit is received.

9743

November 28, 1983 PRO

Dick Schmidt
State Highway Coordinator
City of Portland
Bureau of Street & Structural Engineering
Room 802, 1120 S.W. Fifth Avenue
Portland, Oregon 97204

Dear Mr. Schmidt:

We have advertised the N.E. Siskiyou-N.E. Broadway Section of 82nd Avenue for bid opening on December 15, 1983.

The City's 65 percent, early deposit, share is computed as follows:

Total Estimated Const. Cost	$ 278,000
Less Federal Funds	236,000
Total Estimated City Share	$ 42,000

City's Early Deposit: 65% of $42,000 = $27,000

Please submit your $27,000 deposit using one of the three options for payment described in the attachment.

The construction estimate is confidential, please treat it accordingly.

Very truly yours,

Gary A. Potter, Manager
Program Section

Rec'd LGIP
12-8-83
G

GEZ:bkb
Attachment
bcc w/AD #83-114: Jon Rose, Metro Region
V.E. Skoog - Please return completed AD #83-114 when deposit is received.

171

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9713(8)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

11-22-83

4. PROGRAM NO.

5. ITEM NO. 20150

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/22/83

8. FEDERAL ROUTE NUMBER FAU 9713

9. STATE ROUTE NUMBER Primary 68

10. GENERAL LOCATION:

NE Siskiyou - NE Broadway

11. GENERAL DESCRIPTION OF WORK

Storm Sewers (Stage Construction)

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ XX CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Mr. Potter's 11/21/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are apporved at a total estimated cost of $293,336 Federal Funds $249,335.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
DEC 5 '83
REFER TO Potter
FOR

Info	Inf.C.	R/D	D/R	Sign	[illegible]	File

14. DATE 11/22/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9743

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO

Date: November 10, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
D. E. SWAN

From: D.E. Swan, P.E.
Project Unit Engineer

Subject: Project Data Submission
Item No. 20150
Project No. IX-9713(8)
N.E. Siskiyou St.-N.E. Broadway St. Sec.
Cascade Highway North
Multnomah County

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for this project on December 15, 1983.

DRH:bkb
Attachments

cc: E.L. Hardt (Metro)
Jon Rose (Metro)
Robin Brooks (Metro)
Gary Zehner w/att.
General Files

Form 734-3122

Budget Bureau No. 41-R2067; Appro

U.S. DEPA
BUR

FORM PR-1
(REV. 4-61)

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W. O.

11-10-83

CARD 2	REPORT NUMBER	PROJECT LOCATION (45 typewriter spaces) SR 213, "N.E. Siskiyou-NE Broadway St. (Portland)"	ADT	PRESENT 26,000	FUTURE ----	YEAR ----	REGION 10	STATE NAME Oregon

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) Storm Sewers	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER	PREFIX LETTER(S) IX-	NUMBER 9713	SEQ (8)

CARD 4	CLASS OF FEDERAL FUNDS Interstate Transfer Grants-Highway	COUNTY NAME Multnomah				CODE 051
	NAME OF URBAN AREA Portland	ROUTE NO. U	FEDERAL-AID 9713	STATE 68	U.S. ----	

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS (85%)	STATE FUNDS	OTHER FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)		
5					PE							
5					ROW							
5					CONST (CODE) Y007		"NE Siskiyou St.-NE Broadway St. Sec."	0.0	280,000	238,000	----	42,000

CARD 1	CODE 1	PREPARED BY DRH	PROJECT TOTALS	0.0	280,000	238,000	----	42,000
1	14	PROGRAM APPROVAL DATES			(16) (23)	(24) (33)	REMARKS	

026-1939

REMARKS
Additional Data: Item No. 20150; Pro
No. IX-9713(4).

USCO

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

ON NO.

W.O.

FORM PR-1
(REV. 4-61)

11-10-83

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

ER	PROJECT LOCATION (45 typewriter spaces)	ADT	PRESENT	FUTURE	YEAR	REGION	STATE NAME	STATE CODE	APPN CODE	ITEM NO.
	SR 213, "N.E. Siskiyou-NE Broadway St. (Portland)"		26,000	----	----	10	Oregon	41	580	20150

F PROPOSED WORK (35 typewriter	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S)	NUMBER	SEQ. NO.	I. Projects Only POST MI.	DESIG.
torm Sewers								IX-	9713	(8)		

ERAL FUNDS
Interstate Transfer Grants-Highway

COUNTY NAME: Multnomah
CODE: 051

AN AREA
Portland

ROUTE NO.	FEDERAL-AID	STATE	U.S.
U	9713	68	----

PROGRAM STAGE
☐ 1 OR ☐ 2

ESTIMATED PROJECT COST BY PHASES

CODE	CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS (85%)	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
		PE								
		ROW								
		CONST (CODE) Y007		"NE Siskiyou St.-NE Broadway St. Sec."	0.0	280,000	238,000	----	42,000	
EPARED BY DRH				PROJECT TOTALS	0.0	280,000	238,000	----	42,000	

OGRAM APPROVAL DATES
39

REMARKS
Additional Data: Item No. 20150; Project No. IX-9713(4).

-over-

USCOMM DUSCOMM-DC 48905-P61

N.E. Siskiyou St.-N.E. Broadway St.

Remarks continued:

Project Data: Work consists of the installation of storm sewer system with appurtenances, utility adjustments as required and incidentals common to this type of project.

Note:
1) This project is in Congressional District No. 3.
2) Included in MSD FY '84 TIP/AE Page 34, Item 47.
3) Concept approved in September 17, 1982 letter to FHWA from Director of ODOT.

9743

CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Bureau of Street & Structural Engineering
1120 S.W. 5th Avenue, Room 802
Portland, Oregon 97204-1971
(503) 796-7004

METRO BRANCH
PROGRAM MANAGEMENT UNIT

November 10, 1983

NOV 10 REC'D

___ Versteeg
___ Anderson
/ Adams
[illegible] copy ___ Macnab
___ Stoudenmeyer
___ Terpin
___ Trout

RECEIVED
NOV 17 1983
ROAD DESIGN SECTION

Do not File ☐
Return to
Bring Up ___/___/___
Action

Jon Rose
Federal Aid Specialist
ODOT-Metro Region
9002 SE McLoughlin Blvd.
Milwaukie, OR 97222

Subject: Review and Approval of P~~reliminary Plan~~s;
Project: NE Siskiyou-NE Broadway (Cascade N. Hwy.)
Agency: City of Portland

NOTED
L. K. WATSON

In response to your letter of 11/1/83, enclosed is one set of your preliminary plans for improvement of NE 82nd Avenue between NE Siskiyou Street and NE Broadway Street. Our Public Works staff has reviewed and approved these plans with recommended changes and/or additions as noted in red on the plans and itemized briefly below:

1. Traffic Control: Minimum of one traffic lane each direction at all times. No work in street area 7:00-8:30 am and 3:30-6:00 pm, Monday through Friday. See attached traffic count tab.

2. Use 90° Elbow (preferably PVC material) in sediment manholes, as noted on Sheet No. 2 instead of fabricated metal cross with turnout gate. [illegible]

3. Carefully locate new sumps and sediment manholes to avoid conflict with existing 10 inch sanitary and 4 inch (pressure) sanitary lines, or relocate sanitary lines if necessary (Sheet 4 & 5).

The above items have been discussed with Ben Rathod at your office during this review. If you have any questions or would like additional information regarding this review please contact Mulvey Johnson (796-7723). Your expediting this contract through the bidding process is appreciated.

Very truly yours,

Don L. Coville

Don L. Coville, P.E.
Acting Division Engineer
Bureau of Street & Structural Engineering

cc: Curt Duval/Ben Rathod, ODOT-Metro Region

MSJ:am

The [illegible] concerns have been [illegible] in the [illegible] or Special Provisions for the contract. [illegible] 11-18-83

9743

Section *N.E. Siskiyou St. N.E Broadway St.* Programming Estimate $ *124,150*

Highway *Cascade (N.E. 82nd Ave.)* Proj. Length *0.54 Mile*

County *Multnomah* *11-9-85* Completion Time *150 C.D.*

Kind of Work *Storm Sewer* Est. Comp. Date *6-1-84*

Prefix *26-1939* Letting Date *Dec. 15, 1983* Project No. *IX-9713 (8)*

RECV'D 11/9/85 @ 1:30 JLG

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount . . . . $\$\;229{,}755^{00}$

Anticipated Additional Items:

Royalty Payment.		
Permit Fees		
Slide Correction		
Railroad Protective Costs		
Other Railroad Costs		
Permanent Signing		
Permanent Pavement Striping.		
Temporary Pavement Striping.		
Remove Pavement Striping (Exist. & Temp.) . . .		
Temporary Erosion Control		
State Furnished ________		$\$\;15{,}000^{00}$
Roadside Seeding & Mulching		
Asphalt Cement Adjustment		
On the Job Trainees ($0.80 x ____ hrs.)		
State Responsibility for Damages.		
Signal Controller Testing		
"OPTICOM" Testing		
Bikeway Signs		
Bikeway Striping & Legend		
Clean Existing Storm Sewer System (City) . . .	$15{,}000^{00}$	
Adjust Utilities:		

Subtotal $\$\;244{,}755^{00}$

Contingencies (4-1/2%) . . . . $11{,}013^{98}$

Engineering (8, [✓ 9] 10%) . . . . $22{,}027^{95}$

Subtotal $

Credit for ________ . . . . ________

Estimated Net Authorization, Construction . . . . $\$\;277{,}796^{93}$

APPROVED *cc: Jon Rose*

Road Design Engineer

Rec'd 11-9-83
OK
G

Rev. 11/81

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE

HIGHWAY DIVISION

Section: N.E. Siskiyou St. - N.E. Broadway St.

County: Multnomah

Sheet 1 of 2

Kind of Work: Storm Sewer

Length: .54 mile

Date: 10-28-83

Name: McGill

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	COST ANALYSIS UNIT. 11-8-83					
	THIS ENGINEERING ESTIMATE IS PRICED FOR BID LETTING 12-15-83					
	Mobilization		Lump Sum	All	Lump Sum	15,000^{00}
	Temporary Protection and Direction of Traffic		Lump Sum	All	Lump Sum	7,075^{00}
	Temporary Signs		Sq. Ft.	665	6^{00}	3,990^{00}
	Temporary Barricades		Each	33	80^{00}	2,640^{00}
	Temporary Concrete Barriers, Reflectorized		Lin. Ft.	238	17^{00}	4,046^{00}
	Moving Temporary Concrete Barriers, Reflectorized		Lin. Ft.	2,618	3^{00}	7,854^{00}
	Temporary Plastic Safety Markers		Each	48	60^{00}	2,880^{00}
	Flagmen		Hour	300	16^{00}	4,800^{00}
	Sequential Arrow Signs		Each	3	2,500^{00}	7,500^{00}
	ROADWORK					
	Removal of Structures and Obstructions		Lump Sum	All	Lump Sum	7,500^{00}
	Trench Excavation		Cu. Yd.	1,920	12^{00}	23,040^{00}
	12-inch Sewer Pipe		Lin. Ft.	885	10^{00}	8,850^{00}
	18-inch Sewer Pipe		Lin. Ft.	1,350	16^{00}	21,600^{00}
	Extra for Pipe Under Pavement		Lin. Ft.	1,825	[illegible]	[illegible]

734-1736 (8-81)

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE HIGHWAY DIVISION

Section: N.E. Siskiyou St. - N.E. Broadway St.

County: Multnomah

Sheet 2 of 2

Kind of Work: Storm Sewer

Length: 0.54 mile

Date: 10-26-83

Name: McGill

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	Concrete Manholes		Each	5	1200^{00}	6,000^{00}
	Concrete Sumps		Each	15	4000^{00}	60,000^{00}
	Concrete Inlets, Type CG-1		Each	10	420^{00}	4,200^{00}
	Concrete Inlets, Type CG-2		Each	4	420^{00}	1,680^{00}
	Concrete Sediment Manhole		Each	4	1200^{00}	4,800^{00}
	Sediment Manhole Conversion		Each	8	600^{00}	4,800^{00}

9743

11-9-83

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2	Summary & Details
2A	Details
2B,2B-2	Pipe Data
2C	Temporary Protection And Direction Of Traffic
3,4,5	Plan & Profile

DONALD B. ADAMS
JULY 9, 1962

(Not Included)

STATE OF ORE

DEPARTMENT OF TRAN

STATE HIGHWAY

PLANS FOR PROPOSED P

N.E. SISKIYOU ST. – N.E. B

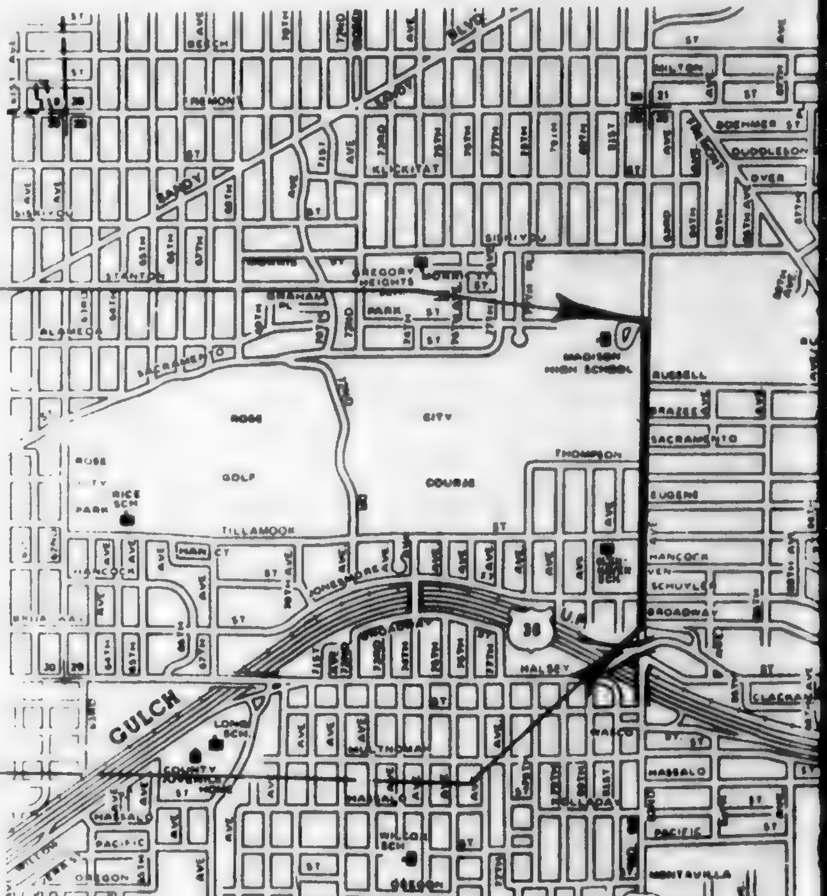
CASCADE HIGHWAY (N.E.

MULTNOMAH COUN

Recommended Traffic Control
Minimum one traffic lane each direction at all times. No work in street area between hours of 7:00 AM - 8:30 AM and 3:30 PM - [illegible] PM, Monday through Friday. See traffic count tabs attached. Heavy flow in both directions during PM peak period.

BEGINNING OF PROJECT
Sta. 35+70

END OF PROJECT
Sta. 64+00


FREMONT
SANDY
KLICKITAT
SISKIYOU
STANTON
GREGORY HEIGHTS
MADISON HIGH SCHOOL
RUSSELL
SACRAMENTO
THOMPSON
ROSE CITY GOLF COURSE
ROSE CITY PARK
TILLAMOOK
HANCOCK
BROADWAY
HALSEY
GULCH
GLISAN
30
213

Portland

Sketch Map
Scale 0 1000 2000 Fee

ATE OF OREGON

T OF TRANSPORTATION

HIGHWAY DIVISION

S FOR PROPOSED PROJECT

– N.E. BROADWAY ST. SEC.

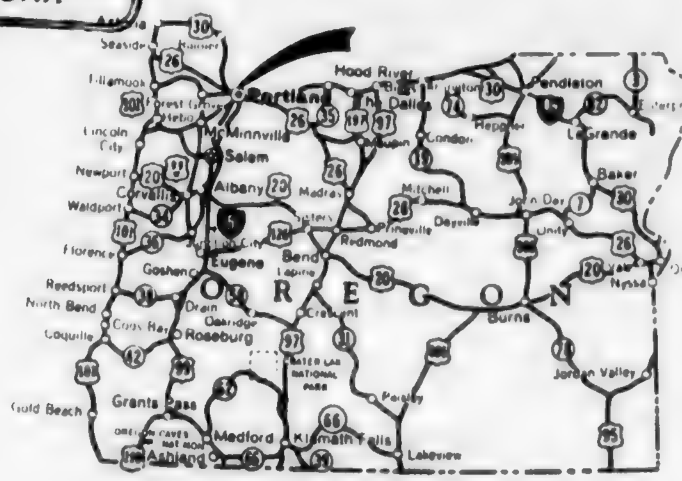
IGHWAY (N.E. 82ND AVE.)

ULTNOMAH COUNTY

N.E. SISKIYOU ST.-N.E. BROADWAY ST. SEC. CASCADE HIGHWAY (N.E. 82ND AVE.) MULTNOMAH COUNTY				SHEET No. 1
FED ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON			See Index

FAI-X

PRELIMINARY COPY
OCT 27 1983
SUBJECT TO CHANGE
FINAL DESIGN UNIT

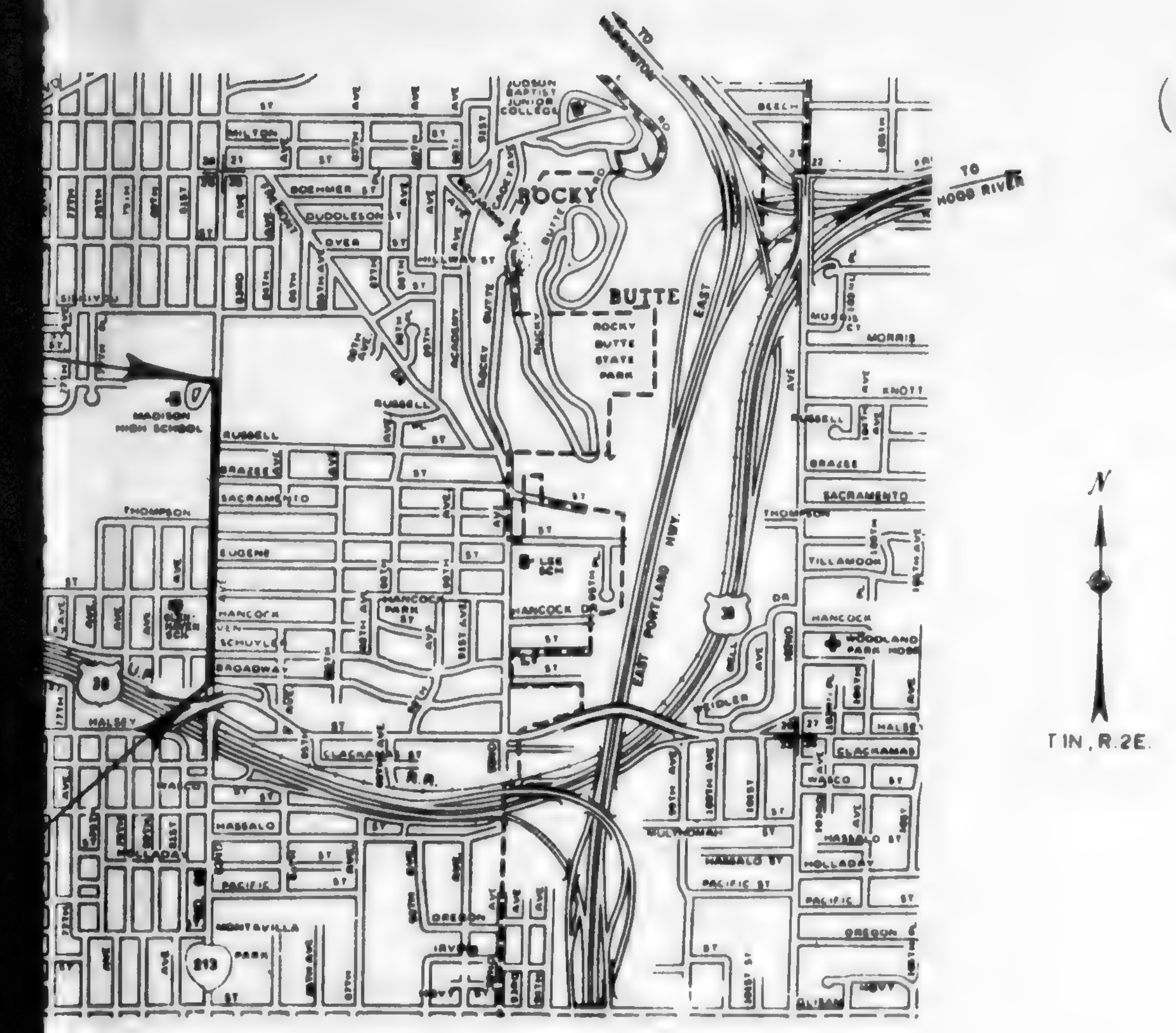

Astoria
Seaside
Tillamook
Portland
Hood River
The Dalles
Pendleton
McMinnville
Salem
Lincoln City
Newport
Corvallis
Albany
Madras
La Grande
Baker
Waldport
Florence
Eugene
Bend
Redmond
Prineville
Mitchell
John Day
Unity
Reedsport
North Bend
Coquille
Roseburg
Burns
Ontario
Nyssa
Gold Beach
Grants Pass
Medford
Ashland
Klamath Falls
Lakeview
Jordan Valley
O R E G O N

APPROVED AS NOTED
(Recommendations in Red)

For City of Portland
Date 11-9-83

PRELIMINARY COPY
SUBJECT TO CHANGE

NOTED
L. K. WATSON


ROCKY BUTTE
ROCKY BUTTE STATE PARK
MADISON HIGH SCHOOL
EAST PORTLAND HWY.
TO HOOD RIVER
BROADWAY
HALSEY
SISKIYOU
RUSSELL
THOMPSON
SACRAMENTO
EUGENE
HANCOCK
TILLAMOOK
MORRIS
KNOTT
CLACKAMAS
HASSALO
MULTNOMAH
HOLLADAY
PACIFIC
OREGON
GLISAN
MONTAVILLA PARK
N
T 1 N., R. 2 E.

Sketch Map
le 0 1000 2000 Feet

OREGON TRANSPORTATION COMMISSION

Anthony Yturri	CHAIRMAN
Peter J. Brix	VICE CHAIRMAN
Robert F. Dwyer	COMMISSIONER
N B Giustina	COMMISSIONER
Samuel T Naito	COMMISSIONER
Fred D Miller	DIRECTOR OF TRANSPORTATION

H S Coulter — STATE HIGHWAY ENGINEER

E S Hunter — ASSISTANT STATE HIGHWAY ENGINEER

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
APPROVED

FIELD OPERATIONS ENGINEER — DATE

9743

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 29, 1983

In Reply Refer to—
File No.:
PRO

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: D. E. Swan, PE
Project Unit Engineer

Subject: Program Change
Item No. 20150
Project No. IX-9713(4)
N.E. Russell St.-S.E. Division St.
Multnomah County

I request approval of a minor program change to extend the northerly limits of the project 0.35 mile to Siskiyou Street, requiring revision as follows:

1) Project Name: Change to read N.E. Siskiyou St.-S.E. Division St. (Portland) Section.

I further request approval of a minor program change to adjust the estimated preliminary engineering costs to reflect more accurately the scope of work, based on the attached justification letter from Mr. Terpin, dated September 22, 1983.

Approval of this request will involve an increase of $23,200.00 in total cost and obligation of $19,720.00 in Federal funds with revised financing as follows:

	TEC	FF	%
Present	$ 44,050.00	$ 37,442.00	85.0
Previous	20,850.00	17,722.00	
Difference	$ 23,200.00	$ 19,720.00	

RHZ:jh
Attachment

cc: F.E. Terpin
Shirley Williams

a

9743

26-1939
[illegible]-49

STATE OF OREGON

INTEROFFICE MEMO

TO: GARY POTTER, Manager
Program Section

DATE: September 13, 1983

FROM: THEODORE A. SPENCE
Plan and Program Manager

T A Spence

SUBJECT: N.E. Siskiyou St. - N.E. Broadway
S.E. 82nd Ave. Drainage
City of Portland
Multnomah County

Here is our revised programming packet for the S.E. 82nd Avenue drainage project between N.E. Siskiyou and N.E. Broadway (the project limits used to be from N.E. Russell Street to N.E. Hancock Street). The project limits were extended a few blocks to include necessary drainage work. Included are the revised project prospectus and related correspondence.

We have made estimates for the region functions on the enclosed survey authority. The Location Section should add estimates for the Salem offices. Please contact Robin Brooks (653-3230) when you have the total PE estimate.

TAS:RCB:po

cc: Frank Terpin
Jim McClure
Curt Duval
Tom Schwab
Jef Kaiser
Robin Brooks

Attachments

cc: Fed Aid
PCS
Location
RW

[illegible]

STATE OF OREGON

INTEROFFICE MEMO

M.

TO: Ted Spence, Manager
Planning & Program

DATE: August 19, 1983
File No. 26-1939

FROM: Curtis H Duval
Curtis H. Duval
Location Manager

SUBJECT: NE Russell - NE Hancock
Cascade Highway North (82nd Avenue)
Multnomah County

OM MRE OE PDM CE
TOS RECEIVED ME
US AUG 29 1983 PDM
CSA Metro Region TAM
SO PA EM BUD LM

After reviewing our initial design of subject project, the City of Portland has asked us to expand the project north and south from NE Siskiyou Street to NE Broadway.

Attached is a copy of the city's letter and a supplementary Project Request to extend the project. Please process.

cc: Paul Hailey

need change in S.A etc.

SISK. TEXT.

CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Bureau of Street & Structural Engineering
1120 S.W. 5th Avenue, Room 802
Portland, Oregon 97204-1971
(503) 796-7004

August 11, 1983

RECEIVED
AUG 15 1983
LOC. ENGR.

Curt Duval
Location Manager
ODOT-Metro Region
9002 SE McLoughlin Blvd.
Milwaukie, OR 97222

Subject: Drainage Improvements - NE 82nd Avenue, NE Russell Street to NE Hancock Street

This is to inform you that our office has approved the preliminary design concept for the subject drainage improvement on NE 82nd Avenue, per your plans, cost estimate and sump test results received on 8-5-83. As discussed with Ben Rathod, this approval is based on our initial review of the plan without a field inspection and is subject to further review of the sump test calculations and conditions listed below:

1. If feasible, and when appropriate, extend limits of this project two blocks south from N.E. Hancock Street to N.E. Broadway and install new sumps with related drainage at NE Schuyler and Broadway intersections, utilizing existing sumps at these locations as sedimentation manholes. As discussed with Ray Sims, Bureau of Sanitary Engineering, this should help retain the considerable runoff in this area on NE 82nd that now flows all the way to Hancock. It is also suggested for the same reasons that consideration be given to extending the project 200 to 300 feet north (upgrade) from NE Russell St.

2. Connect all existing inlets along NE 82nd Avenue in the project area to the new system in your design. It appears that some existing inlets on the plan at SE Eugene, Tillamook and Hancock Streets were not connected.

3. Add a sufficient amount in your cost estimate for cleaning (silt removal) of existing sumps, manholes, inlets and inlet leads that will be connected to this new system, as shown on your plan. From initial discussion with our Bureau of Maintenance, we would estimate this work roughly at $15,000 for budget purposes.

4. We recommend, if it has not yet been done, that your engineers check for any problems with soil permeability or a rising ground water table that may develop as a result of concentrating the seven sumps in line on 30-foot centers along with the other four sumps nearby.

5. Because of changes in scope of work reflected on your plan and cost estimate, along with the above conditions, additional funds will be required to construct these improvements. At this time we would agree that funding for the project improvements should be increased from the present approved estimate of $92,400 to $199,500. This represents a $107,100 increase which is broken down as follows:

A.	Change in scope of work requiring a 1,300 feet+ 18" extension line to sumps per ODOT estimate.	$72,100
B.	Increase project limits to NE Broadway/Condition 1 above.	$20,000
(By City → Anticipated Item of contract) C.	Cleaning of existing system that will be connected to new construction	$15,000
	TOTAL ADDITIONAL FUNDS REQUIRED	$107,100

We concur with your office that this project should be expedited as much as possible so the improvements can be in service this coming winter. Please feel free to contact Mulvey Johnson (796-7723) or Ray Sims (796-7086) if we can be of further assistance with the design review or other matters concerning this project.

Very truly yours,

Don Coville

Don Coville, P.E.
Acting Division Engineer
Bureau of Street & Structural Engineering

DC:MSJ:am

c: Ben Rathod, P.E; ODOT-Metro Region
Ray Sims; Bureau of Sanitary Engineering
Jerry Markesino

9743

February 23, 1983

Dick Schmidt
State Highway Coordinator
City of Portland
Bureau of Street & Structural Engineering
Room 802, 1120 S.W. Fifth Avenue
Portland, Oregon 97204

Dear Mr. Schmidt:

We have received approval from the Federal Highway Administration to proceed with the preliminary engineering phase on the N.E. Russell Street-S.E. Division Street Section of 82nd Avenue.

The City share of P.E. costs, as described in Misc. Contracts & Agreements No. 7511, is now due and is computed as follows:

Total Estimated P.E. Costs	$20,850
Less Anticipated P.E. by City	2,000
Balance for Computation of Advance Deposit	$18,850
Less Federal Funds (85%)	16,020
City Share (15%)	$ 2,830

The P.E. work will begin when we receive your advance deposit of $2,830. You may use one of the options for payment described on the attachment.

Very truly yours,

ORIGINAL SIGNED BY
D. E. SWAN

D. E. Swan, P.E.
Acting Program Section Manager

GEZ:pf
Attachment

bcc w/AD # 83-09: Jon Rose, Metro Region
Vern Skoog - Please return completed AD # 83-09 when advance deposit is received.

6

PROJECT PROSPECTUS
PART 1 — PROJECT REQUEST

SEE INSTRUCTIONS ON REVERSE

KEY ID #	00732
REGION	Metro
SECTION	N.E. Siskiyou St. - N. E. Broadway (82nd Ave.)

S HIGHWAY #	HIGHWAY NAME Cascade North	MILE POST FROM 1.60 TO 2.17	LENGTH 0.57
☒ URBAN ☐ RURAL	CITY Portland	COUNTY Multnomah	ROAD/STREET NAME N.E. 82nd Avenue
ROUTE # 68	FEDERAL AID #	APPLICANT (IF OTHER THAN STATE) City of Portland	

COST ESTIMATES (000's)		PROJECT DATA		RIGHT OF WAY	
PRELIMINARY ENGINEERING	$	GRADING (✓)		FILES (#)	0
RIGHT OF WAY	$ 0	PAVING (✓)		ACRES (#)	0
ROADWAY	$	STRUCTURES (✓)		RELOCATIONS (#)	0
STRUCTURES	$	SIGNING (✓)		**WORK BY STATE/CONSULTANT/APPLICANT**	
SIGNALS	$	SIGNALS (✓)		PRELIMINARY ENGINEERING (S,C,A)	S
ILLUMINATION	$	ILLUMINATION (✓)		CONSTRUCTION ENGINEERING (S,C,A)	S
TEMPORARY PROTECTION	$ 4	Drainage	X	RIGHT OF WAY DESCRIPTIONS (S,C,A)	-
Drainage	$ 139	ENVIRONMENTAL CLASS (1,2,3)		RIGHT OF WAY ACQUISITIONS (S,C,A)	-
40% ENGINEERING CONTINGENCIES	$ 57	DESIGN CATEGORY (1-7)	7	**CONSTRUCTION BY**	
TOTAL CONSTRUCTION	$ 200	WORK TYPE (1-12)	12	☒ CONTRACT ☐ STATE FORCE ☐ CITY FORCE ☐ COUNTY FORCE	☐ OTHER
TOTAL ESTIMATE	$				

FINANCING/ PROGRAMMING	RECOMMENDED LETTING DATE (QUARTER/YEAR) 4/83	RECOMMENDED FUNDING SOURCE FAIX
		RECOMMENDED PROGRAM YEAR

RECOMMENDED PROGRAM REVISIONS

☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $
☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $

ITEM	EXISTING	PROPOSED
TRAVEL LANES (#)	5	5
STRUCTURES (#)	-	-
SIGNALS (#)	-	-
BIKE PATH (Y/N)	-	-
AVERAGE DAILY TRAFFIC	29,800	24,000
EAR OF AVERAGE ILY TRAFFIC	1980	2000

DEFINE THE PROBLEM

This section of 82nd Avenue frequently floods due to inadequate drainage system and worn out sumps.

PROPOSED SOLUTION

Install new drainage system using existing sumps as sedimentation manholes. Clean out existing connecting system.

REQUESTED, REGION ENGINEER X	DATE			
APPROVED, ASST. HWY. ENG. FOR OPERATIONS X	DATE			
APPROVED, ASST. HWY. ENG. FOR ADMINISTRATION X	DATE	TRANSP. COMM. APPROVAL DATE	PROGRAM YEAR	FUNDING

734-1911 (7-82)

PROJECT PROSPECTUS

PART 1 — PROJECT REQUEST (Cont.)

SEE INSTRUCTIONS ON REVERSE

SECTION N.E. Siskiyou St. - N.E. Broadway (82nd Ave.)	KEY ID # 00732
	REGION Metro

PROJECT JUSTIFICATION

An agreement was made with the City to solve the drainage problem. This problem has worsened due to the age of the sumps and heavy deposits of gravels and oils. The outside travel lanes flood frequently causing a traffic hazard.

ADMINISTRATION RECOMMENDATION

OREGON DEPARTMENT OF TRANSPORTATION

PROJECT PROSPECTUS

PART 2 — PROJECT DETAILS

NOTE: ATTACH DESCRIPTION AND SKETCH MAP

SEE INSTRUCTIONS ON REVERSE

SECTION N.E. Siskiyou St.- N.E. Broadway (82nd Ave.)	KEY ID # 00732
	REGION Metro

R: S—STATE C—CONSULTANT A—APPLICANT
E—EXISTING N—NO

						PERMITS AND DOCUMENTS			
A—95	S	SIGNS (PERMANENT)	N	STORM SEWER	S	AIRPORT CLEARANCE	N	WETLANDS	N
CITIZEN'S ADVISORY COMM.	N	STRIPING (PERMANENT)	N	LANDSCAPING	N	CONDITIONAL USE	N	SENSITIVE LAND	N
PHOTOGRAMMETRY	N	PROJECT SIGNING	S	IRRIGATION	N	FLOOD PLAIN	N	CULTURAL RESOURCE	N
RECONNAISSANCE SURVEY	S	DETOUR	N	BORROW SOURCE	N	CORPS OF ENGINEERS	N	DEQ INDIRECT SOURCE	N
PUBLIC HEARING	N	ILLUMINATION	N	MATERIAL SOURCE	N	COAST GUARD	N	DEQ NON-POINT SOURCE WATER	N
FIELD SURVEY	S	RR CROSSING	N	DISPOSAL SITE	S	STATE LANDS	N	SECTION 106	
VICINITY MAP	S	RR PROTECTION	N	LOCAL AGREEMENT		GEOLOGY AND MINERALS	N	NOISE STUDY	N
SOILS INVESTIGATION	S	RR SEPARATION	N	NAVIGABLE STREAM	N	BUILDING	N	SECTION 4(F)	N
HYDRAULIC STUDY	S	RR ENCROACHMENT	N			SIGNALS	0	OLD (#) 0	NEW (#) 0

RIGHT-OF-WAY

ACQUISITIONS		RELOCATIONS	
SIMPLE (#)	COMPLEX (#)	BUSINESS (#)	RESIDENTIAL (#)
0	0	0	0

RIGHT-OF-WAY LIAISON	0	EASEMENTS (#)	0	ACCESS CONTROL (Y/N)	N

UTILITIES (LIST BELOW)

COMPANIES

DESIGN SPEED	DESIGN STANDARDS
35	AASHTO

TYPICAL SECTION

BIKE PATH	SIDE-WALK	CURB TYPE	PARKING	SHOULDER	LANE 3	LANE 2	LANE 1	MEDIAN	LANE 1	LANE 2	LANE 3	SHOULDER	PARKING	CURB TYPE	SIDE-WALK	BIKE PATH
EXISTING																
	7'	C				12'	10'	12'	10'	12'				C	7'	
	7'	C				12'	10'	12'	10'	12'				C	7'	

PROPOSED

SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING	ITEM	NEW WORK	OVER EXISTING

STRUCTURE DATA

STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST	STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST
BRIDGE 1				BRIDGE 5			
BRIDGE 2				BRIDGE 6			
BRIDGE 3				BRIDGE 7			
BRIDGE 4				BRIDGE 8			

734-1912 (7-82)

Plan 79=49

PROJECT PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID# 00732

SECTION N.E. Siskiyou St.-N.E. Broadway (82nd Ave.)

REGION Metro

SURVEY AUTHORITY

AUTHORIZATION NO

PREFIX

DATE

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$ 12,000	$	915 AUDITS	$	$	933 SURFACE DESIGN	$	$
902 CITIZEN'S INVOLVEMENT	-		916 PHOTOGRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT	2,000		918 LOCATION			935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC	200	
905 FINAL DESIGN			920 PROGRAM MANAGEMENT			937 HYDRAULICS		
906 BRIDGE DESIGN			921 SPECIFICATIONS			938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES			949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION			950 TRAINING	200	
910 REGION GEOLOGIST	22,000		924 D.O.T.			955 R/W RELOC. ASSISTANCE	0	
911 TRAFFIC SECTION			925 AIR MONITORING			960 PERSONAL LEAVE		
LANDSCAPE			926 FOUNDATION	0		980 PUBLIC HEARING	0	
913 RIGHT-OF-WAY LIAISON	0		927 FREE BRIDGE DESIGN					
914 REGION UTILITY LIAISON	200		932 RAILROAD & UTILITIES					

TOTALS	$	$ 36,600
PREVIOUS AUTHORIZATION		$ 20,850
ADD. AUTH. REQUIRED		$ 15,750

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER

LOCATION ENGINEER'S REMARKS

The City of Portland has requested that the project limits (formerly Russell to Hancock) be extended 200 feet north of Russell and to Broadway. They also request cleaning of the existing system that will be connected to new construction. Construction cost will rise to $200,000 according to City estimate. Extensive drilling is necessary to find suitable sump locations.

PREPARED BY	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE	

Plan# 79-49

PROJECT PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#	00732
SECTION	SISKIYOU ST. N.E. ~~RUSSELL ST.~~ TO N.E. BROADWAY (82ND AVE.)
REGION	METRO
AUTHORIZATION NO.	2
PREFIX	26-1439
DATE	8/16, '83

SURVEY AUTHORITY

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$12,000	$7,750	915 AUDITS	$	$	933 SURFACE DESIGN	$	$
902 CITIZEN'S INVOLVEMENT	0	0	916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT	2,000	2,000	918 LOCATION		200	935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC	200	200
905 FINAL DESIGN	~~300~~	2,000	920 PROGRAM MANAGEMENT		100	937 HYDRAULICS		750
906 BRIDGE DESIGN			921 SPECIFICA-TIONS		1,500	938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN		500	922 ADMIN. SERVICES		100	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION		300	950 TRAINING	200	0
910 REGION GEOLOGIST	22,000	5,000	924 D.O.T.			955 R/W RELOC. ASSISTANCE	0	0
911 TRAFFIC SECTION		250	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION	0	0	980 PUBLIC HEARING	0	0
913 RIGHT-OF-WAY LIAISON	0	0	927 FREE BRIDGE DESIGN					
914 REGION UTIL-ITY LIAISON	200	200	932 RAILROAD & UTILITIES					

TOTALS	$	$ 36,000 ~~20,850~~
PREVIOUS AUTHORIZATION		$ 20,250
ADD. AUTH. REQUIRED		$ 15,750

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER

LOCATION ENGINEER'S REMARKS

THE CITY OF PORTLAND HAS REQUESTED THAT THE PROJECT LIMITS (FORMERLY RUSSELL TO HANCOCK) BE EXTENDED 200' NORTH OF RUSSELL AND TO BROADWAY.
THEY ALSO REQUEST CLEANING OF THE ~~SYSTEM~~ EXISTING SYSTEM THAT WILL BE CONNECTED TO NEW CONSTRUCTION.
CONSTRUCTION COST WILL RISE TO $200,000 ACCORDING TO CITY ESTIMATE.
EXTENSIVE DRILLING IS NECESSARY TO FIND SUITABLE SUMP LOCATIONS.

PREPARED BY	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE	

734-1914 (7-82)

PROJEC PROSPECTUS
PART 4 — SURVEY AUTHORITY

Plan 79=49

SEE INSTRUCTIONS ON REVERSE

KEY ID# 00732

SECTION: N.E. Siskiyou St.-N.E. Broadway (82nd Ave.)

REGION: Metro 9-13-83

SURVEY AUTHORITY

AUTHORIZATION NO.: 2

PREFIX: 26-1939

DATE: 8-16-83

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$ 12,000	$ 12,000	915 AUDITS	$	$	933 SURFACE DESIGN	$	$
902 CITIZEN'S INVOLVEMENT	-		916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT	2,000	2,000	918 LOCATION	200	200	935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC	200	200
905 FINAL DESIGN	2,400	2,400	920 PROGRAM MANAGEMENT	950	950	937 HYDRAULICS	750	750
906 BRIDGE DESIGN			921 SPECIFICATIONS	2,000	2,000	938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN	500	500	922 ADMIN SERVICES	200	200	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION	200	200	950 TRAINING	200	200
910 REGION GEOLOGIST	22,000	22,000	924 D.O.T.			955 R/W RELOC. ASSISTANCE	0	
911 TRAFFIC SECTION	250	250	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION	0		980 PUBLIC HEARING	0	
913 RIGHT-OF-WAY LIAISON	0		927 FREE BRIDGE DESIGN					
914 REGION UTILITY LIAISON	200	200	932 RAILROAD & UTILITIES					

TOTALS	$	$44,050
PREVIOUS AUTHORIZATION		$ 20,850
ADD. AUTH. REQUIRED		$23,200

RIGHT-OF-WAY PREFIX:

FEDERAL AID PROJECT NUMBER: IX-9713(4)

LOCATION ENGINEER'S REMARKS

The City of Portland has requested that the project limits (formerly Russell to Hancock) be extended 200 feet north of Russell and to Broadway. They also request cleaning of the existing system that will be connected to new construction. Construction cost will rise to $200,000 according to City estimate. Extensive drilling is necessary to find suitable sump locations.

REFERRED TO

1 Watson W .... Mann ....
.... Cole .... Stoudenmeyer ....
.... Eriksen .... King ....
.... Beard .... Bedford .... Leu ....
Return Discuss Do File Due ....
By FINAL DESIGN ENGINEER

Bring-UP

1 Versteeg ✓
(cy) Anderson
3 Adams
(cy) Macnab
3 Stoudenmeyer
.... Terpin
4 Trout
(cy) Wakerlig
5 Matty

RECEIVED
OCT 26 1983
ROAD DESIGN SECTION

(cy to Lyle)

Do Not File ☐
Return to ....
Bring Up ....
Action ....

PREPARED BY	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE 10/31/83
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X E S Hunter	DATE 10-21-83
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE 10-5-82 10-12-83	

34-1914 (7-82)

9743

10-22-92

Jon:

Pg1, p4 - I'd delete the number of inlets + sumps. What if, after we do the PE we find we need 15 or 13. No reason to be so specific.

Pg1, p4 says signal modification by State Forces. Pg 2, P2 says by contract, State forces or combination. Pg 2 is better.

Pg 4, P9 - City maintenance - City approve.

ROGRAM MANAGEMENT SECTION
DHM ☐ DES ☐
SHM ☐ MJK ☐ DNH ☐
OCT 22 1982
REFERRED TO
FOR
FILE: PM FA LG.

Mainor — Please strike the "by State Forces" item on PP 1 ¶ 4 and change PP 2 ¶ 2 to say "-- traffic signal work may be accomplished by ------

As Ed suggests, the number of sumps and inlets should be left more general.

PP 4 ¶ 9 should leave maintenance responsibility unchanged from the way they are now.

PP 3 - Numbering seems to have left out paragraphs 6 and 7.

Please revise. Jon Rose.

9743

TO: Dale E. Wilken Division Administrator Federal Highway Administration Salem, Oregon 97301	OREGON DEPT. OF TRANSPORTATION-HIGHWAY DIVISION ADDENDUM TO LOCATION PROSPECTUS AND 9-29-82 REQUEST FOR FEDERAL AID PRELIMINARY ENGINEERING AUTHORIZATION

PROJECT LOCATION	APPN CODE	ITEM NO.	PROJECT NO.	ROUTE NO. FED. U	ROUTE NO. STATE
SR 213, "NE Russell St.-SE Division St. (Portland) Sec."	580	20150	IX-9713(4)	9713	68

Access Control None Parking Restrictions Complete System Revision None

Airports (within 2 Mi.) None ROW 60' min.

Water Development None Recreation & Historical Areas None

Multnomah (051) (I-505 Transfer)

A-95 Review:

State Cl. Ho. .... Exempt X Date Approved ____

Dist. 2 Cl. Ho. ..... Exempt ___ ~~Date~~ Approved in MSD TIP No Reply ___

Project Environmental Action ~~Assessment~~ FHWA Concurrence Dated 2/25/80 (Statewide)

1-EIS ___ 2-Categorical Exclusion X 3-Draft Assessment & FONSI ___

Notes: (1) Project in Congressional District 3.

(2) Included in FY '82 AP in MSD FY '82 AE/TIP on pg. 48, #69 and in 6 Yr. HIP on pg. 55.

I request authorization to proceed with the PRELIMINARY ENGINEERING work checked below:

- X All Phases
- ___ All Phases thru Final Envir. Document
  - X Incl. Archeological Salvage
  - X " Util. Preparatory Work
  - ___ " R.R. Preparatory Work.

Est. Proj. Cost:

	TEC NTE	$ 20,850
85%	FF	$ 17,722
	STATE	$ ----
	City	$ 3,128

For PR-37:

Field Phase	$
PS&E Phase	$

REMARKS:
1) Attached is a copy of "Authority for Survey" & project map.
2) Concept approved in September 17 letter to you from Director of ODOT.

JLG:bks

DATE	SIGNATURE OF REQUESTING OFFICIAL	TITLE
9-29-82	D.E. SWAN, P.E.	PROGRAM CONTROL ENGINEER

XC: GARY ZEHNER

9743

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: September 10, 1982

TO: D. H. MOEHRING Atten: D. E. Swan File No: 79-49
Project Management Engineer

FROM: T. A. SPENCE
Plan & Program Manager

SUBJECT: N.E. Russell Street-S.E. Division Street
Cascade Highway North (82nd Avenue)
City of Portland
Multnomah County

Here is our programming packet for improvements on 82nd Avenue between N.E. Russell and S.E. Division Street. Included are a Project Request, Authority for Survey, Location Prospectus, reconnaissance estimate, and an agreement information sheet.

This is an Interstate Transfer project sponsored by the City of Portland. This is the first phase of the 82nd Avenue improvement program, Russell Street to Crystal Springs Boulevard, as listed on page 48 of the October 1981 MSD TIP. This project is also listed on page 55 of the current Six Year Highway Improvement Program. Preliminary engineering for the second phase of this project (S.E. Division Street to S.E. Crystal Springs Boulevard) will be programmed in FY 1983 with construction at a later date.

The environmental aspects of the Russell Street-Division Street section are covered by the Statewide Categorical Exclusion. There is no waterway involvement.

Please request FHWA approval of this project and obligation of $20,850 TEC at this time for preliminary engineering.

TAS:ECM:hw

Attachment

cc: F. E. Terpin
E. L. Hardt
Metro Project Development Units
J. R. Rose
R. C. Brooks

GRAM MANAGEMENT SECTION
DHM ☐ DES ☐ DNH ☐
SHM ☐ MJK ☐
SEP 14 1982
REFERRED TO ____________
FOR ____________
FILE: PM FA LG.

Form E-39 (Rev. 9-71)

Planning File No. 79-49A

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section N.E. Russell Street-S.E. Division Street

Date September 10, 1982

Highway Cascade North (82nd Avenue)

Authorization No. 1

County Multnomah

Survey Prefix (Assigned by Salem office)

Description of termini, route, length, etc.: The route is the Cascade Highway North (No. 68) from N.E. Russell Street (M.P. 1.75) to S.E. Division Street (M.P. 4.24). The length is 2.49 miles.

Proposed: Construct 14 sumps and 14 inlets with connecting pipes between N.E. Russell Street and N.E. Hancock Street. At the existing S.E. Division Street signal, install left-turn signal heads for Division Street traffic.

Purpose of survey: Prepare plans, specifications, and cost estimate for the storm drainage work between N.E. Russell and N.E. Hancock. The signal work at S.E. Division will be accomplished by State force order.

Estimate of cost: $103,300 (construction)
Funding: FAIX (I-505 Transfer)

901	Resident Engineer	7,750
902	Citizens Involvement	
903	Local Governments	2,000
904	Consultant Fees	
905	Final Design	2,000
906	Bridge Design	
907	Preliminary Design	500
909	R/W Descriptions	
910	Region Geology	5,000
911	Traffic Section	250
912	Landscape	
913	R/W Liaison	
914	Region Utility	200
915	Audit Services	
916	Photogrammetry	
918	Location	200
919	Engineering Graphics	
920	Project Management	100
921	Specifications	1,500
922	Administrative Services	100
923	Environmental	300
925	Air Monitoring	
926	Structural Foundations	
927	Bridge Design for Co.	
933	Surfacing Design	
936	Region Traffic	200
937	Hydraulics	750
938	Region Environmental	
950	Training Courses	
960	Personal Leave	
980	Public Hearing	

Class II Statewide Categorical Exclusion

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey	$20,850
Previous authorization	
Additional authorization requested	
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:

Curtis H Duval

Field Engineer

URT DUVAL, Location Manager

Recommended for Approval:

Regional Engineer

JAMES D. MCCLURE, Project Development Manger

Recommended for Approval:

Location Engineer

Approved:

Assistant State Highway Engineer

SP*23604-734

NOTE: SHADED AREAS
TO BE COMPLETED
IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME: N.E. Russell Street-S.E. Division Street

HIGHWAY NAME: Cascade North (82nd Avenue)

HIGHWAY NUMBER: 68

REGION Metro	ADMINISTRATIVE DISTRICT 2B	COUNTY Multnomah	CITY Portland
LENGTH 2.5 mi.	MILEPOST NUMBER 1.75 TO 4.24	☐ RURAL	☒ URBAN

LOCAL GOVERNMENT PROJECT? ☒ YES ☐ NO

IF YES, UNIT OF GOVERNMENT: City of Portland

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER FAIX (I-505 Transfer)

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☒ OTHER Signal work by State force order.

TYPE OF WORK: ☐ GRADING ☐ PAVING ☐ STRUCTURE ☐ SIGN ☒ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☒ OTHER Drainage

PROJECT DESCRIPTION

Build 14 drainage sumps and 14 inlets to improve the storm drainage between N.E. Russell Street and N.E. Hancock Street. The construction of this work will be contracted. Modify the existing traffic signal at S.E. Division Street to add left-turn signal heads for Division Street traffic and retime the controller. This work will be accomplished by State force order.

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 1980 - 24,000 to 29,800

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME): 2000 - 18,400 to 24,000

LEVEL OF SERVICE		A	B	C	D	E	F
	EXISTING	☐	☐	☐	☒	☐	☐
	PROPOSED	☐	☐	☒	☐	☐	☐

DESIGN SPEED (MPH): 35

DESIGN STANDARDS: AASHTO

TRAFFIC ANALYSIS: ☐ LIGHT ☐ MEDIUM ☒ HEAVY

FORM 734-1730 (12-78) Page 1

3 - FEATURES

	EXISTING NUMBER AND WIDTH	PROPOSED NUMBER AND WIDTH
TRAVEL LANES	4-12'	no change
SHOULDERS	none	no change
MEDIANS	left-turn lanes @ some locations	" "
PARKING LANES	none	" "
SIDEWALKS	both sides	" "
BIKEWAYS		
INTERCHANGES		
OTHER:	56' curb to curb (typical)	" "

	YES	NO	MAYBE		YES	NO	MAYB
Channelization	☐	☐	☐	Right of Way (cont.) Improvements	☐	☒	☐
Frontage Roads	☐	☒	☐	Access Control	☐	☒	☐
Traffic Signals (Modification)	☒	☐	☐	Railroad Crossing	☐	☒	☐
Signing	☐	☒	☐	At Grade	☐	☒	☐
Illumination	☐	☒	☐	Separated	☐	☒	☐
Structures	☐	☒	☐	Railroad Encroachment	☐	☒	☐
Stage Construction	☐	☒	☐	Permits	☐	☒	☐
Pedestrian Crossing	☐	☒	☐	Conditional Use	☐	☒	☐
Rest Area	☐	☒	☐	Flood Plain	☐	☒	☐
Truck Scale Site	☐	☒	☐	Irrigation District	☐	☒	☐
Landscaping	☐	☒	☐	Water District	☐	☒	☐
Drainage	☒	☐	☐	Drainage District	☐	☒	☐
River ________	☐	☒	☐	Div. of State Lands	☐	☒	☐
Stream ________	☐	☒	☐	Dept. of Geology & Min. Ind.	☐	☒	☐
Storm Sewer	☒	☐	☐	Corps of Engineers	☐	☒	☐
Sanitary Sewer	☐	☒	☐	Coast Guard	☐	☒	☐
Right of Way	☐	☒	☐	DEQ NPS Air Pollution	☐	☒	☐
Simple Acquisition	☐	☒	☐	DEQ NPS Water Pollution	☐	☒	☐
Complex Acquisition	☐	☒	☐	Building	☐	☒	☐
Relocations	☐	☒	☐	Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	☒	☐	☐
Environmental Assessment	☐	☒	☐
Statewide Assessment	☒	☐	☐
Negative Declaration	☐	☒	☐
Environmental Impact Statement	☐	☒	☐
4-F Statement	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐
Public Hearing ________	☐	☒	☐
Borrow Source	☐	☒	☐
Material Source	☐	☒	☐
Utilities	☐	☒	☐

Type ______________________

	YES	NO	MAYBE
Hydraulics Study	☒	☐	☐
Soils Investigation	☒	☐	☐
Airport Clearance	☐	☒	☐
Economic Analysis	☐	☒	☐
Requires Field Survey	☒	☐	☐
Old Survey Available	☒	☐	☐
Requires Vicinity Map	☒	☐	☐
Requires Photogrammetry	☐	☒	☐
Requires Reconnaissance Survey	☐	☒	☐
Reconnaissance Available	☐	☒	☐
Design Review	☐	☒	☐

4 - WORK ITEMS

	TO BE PERFORMED BY		
	APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐	☒	☐
RIGHT–OF–WAY N/A	☐	☐	☐
CONSTRUCTION ENGINEERING	☐	☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	(2.0)	1.0
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	

RECOMMENDED CONSTRUCTION DATE ______________ ______________

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	20,850	
RIGHT OF WAY		
TRAFFIC CONTROL Temporary Protection & Direction	4,400	
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY Drainage Sumps and Inlets	92,400	
OTHER Signal Modification @ Division Street	6,500	
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	$124,150	

SUBMITTED BY ____________________

Form E-39 (Rev. 9-71)

9743

(AEB 0001)

Planning File No. 79-49A

OREGON STATE HIGHWAY DIVISIO

AUTHORITY FOR SURVEY

Section N.E. Russell Street-S.E. Division Street

Date September 10, 1982

Highway Cascade North (82nd Avenue) #68

Authorization No. 1

County Multnomah #26

Survey Prefix 26-1939 (Assigned by Salem office)

Description of termini, route, length, etc.: The route is the Cascade Highway North (No. 68) from N.E. Russell Street (M.P. 1.75) to S.E. Division Street (M.P. 4.24). The length is 2.49 miles.

Proposed: Construct 14 sumps and 14 inlets with connecting pipes between N.E. Russell Street and N.E. Hancock Street. At the existing S.E. Division Street signal, install left-turn signal heads for Division Street traffic. This project is Phase 1 of the overall improvement project.

Purpose of survey: Prepare plans, specifications, and cost estimate for the storm drainage work between N.E. Russell and N.E. Hancock. The signal work at S.E. Division will be accomplished by State force order.

1X-9713(4)
10-5-82

Estimate of cost: $103,300 (construction)
Funding: FAIX (I-505 Transfer)

Class II Statewide Categorical Exclusion

on HIP FY 83 1,100,000 FAIX

901	Resident Engineer	7,750
902	Citizens Involvement	
903	Local Governments	2,000
904	Consultant Fees	
905	Final Design	2,000
906	Bridge Design	
907	Preliminary Design	500
909	R/W Descriptions	
910	Region Geology	5,000
911	Traffic Section	250
912	Landscape	
913	R/W Liaison	
914	Region Utility	200
915	Audit Services	
916	Photogrammetry	
918	Location	200
919	Engineering Graphics	
920	Project Management	100
921	Specifications	1,500
922	Administrative Services	100
923	Environmental	300
925	Air Monitoring	
926	Structural Foundations	
927	Bridge Design for Co.	
933	Surfacing Design	
936	Region Traffic	200
937	Hydraulics	750
938	Region Environmental	
950	Training Courses	
960	Personal Leave	
980	Public Hearing	

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey	$20,850
Previous authorization	
Additional authorization requested	
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:
Curtis H Duval
Field Engineer
JRT DUVAL, Location Manager

Recommended for Approval:
JAMES D. MCCLURE, Project Development Manger

Recommended for Approval:
Frank E. Perpi
Location Engineer

Approved:
Assistant State Highway Engineer

SP*23604-734

MH

9743

FEDERAL AID PROJECT REQUEST

Date August 23, 1982

Applicant Agency City of Portland

Request for: Off-System_____, FAS-C_____, FAUS_____ Project e(4)

Federal Aid Route No. 9713 Route Name Highway 213, Cascade Hwy., 82nd Avenue

Project Name 82nd Avenue Improvements between NE Russell and SE Division Street Unit 1

Project Length 2.7 miles Project Location (Attach sketch map)

Project Description Construct drainage between Halsey and Tillamook and reconstruct a traffic signal with left turn ~~phase, a new signal with left~~ phases from Division to 82nd Avneue. This will eliminate annual flooding and provide safer access from Division to 82nd Avenue.

Average Daily Traffic 34,000 ADT Design Speed 35 mph

Complete Applicable Sections:

I. ROADWAY DATA

1. Existing Roadway: (Attach sketch)

Width 56 feet Travel Lanes 4 Shoulders none

Medians none Parking

Sidewalks 7 foot combination curb and sidewalk

Remarks Roadway and curbs will not be reconstructed.

2. Desired Roadway Cross Section: (Attach sketch) SAME

Width Travel Lanes Shoulders

Medians Parking

Curbed Length Curb Radii

Sidewalk/Bikeway

Remarks

II. RIGHT-OF-WAY DATA

1. Existing Right-of-Way:

General Width 70 feet Minimum 60 feet Maximum 80 feet

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes_____ No X

3. Will additional right-of-way be needed? Yes_____ No X
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes_____ No X
Remarks

III. TRAFFIC CONTROL DATA

1. Existing Signalization and Location:

Signals at Tillamook and Division on 82nd.

2. **Proposed Signalization:**

Location Same - Remodel signal at 82nd and Division to provide left turn phases from Division to 82nd.
Type
Phases
Type of Suspension Span wire
Interconnected yes
Remarks Signal work will be accomplished by State Force Order. ECM.

3. **Permanent Signing:**

Include in project or by applicant? Include in project

4. **Permanent Striping:**

Include in project or by applicant? Include in project

IV. ILLUMINATION DATA

1. **Existing Illumination and Location:**

High pressure sodium vapor cut-off luminaires on wood poles.

2. **Proposed Illumination:**

Location same
Type

Remarks

V. STRUCTURE DATA

1. **Existing Structure:** None

Location
Type
Approach Roadway Width Shoulder Width
Length Width
To remain in place?

2. **Proposed Structure:**

Location

Approximate Size: Length Width

Are sidewalk/bikeways desired? ____________________

Are any utilities to be attached to structure? ____________________

Are provisions for illumination desired? ____________________

Are there any unusual or complicating conditions? ____________________

Remarks ____________________

VI. RAILROAD DATA

1. Are there any railroad crossings? Yes ________ No X

Name of Railroad ____________________
Existing Crossing Protection ____________________

2. Will existing railroad crossing be altered? ____________________

Remarks ____________________

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1. Citizen Involvement — L. David Hill, Engineer IV
Office
2. Environmental — 1120 SW 5th Avenue, Room 840
Office
3. Public Hearing — Portland, Oregon 97204
Office
Phone - 796-7156

Remarks ____________________

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

Applicant ________ State X Consultant ________

2. Project construction engineering to be performed by:

Applicant _____ State X Consultant _____

3. Will applicant perform any work prior to or after award of contract?
Yes _____ No X
If "yes," describe briefly:

4. Applicant's estimate of cost for requested project:

	City Estimate	Metro Region Estimate
Roadway Work	$ 81,975	96,800
Right-of-way costs (if participating)		
Traffic control Division St. Signal	6,000	6,500
Illumination		
Structures		
Railroad		
Other		
Preliminary engineering	8,500	20,850
PROJECT TOTAL	$	124,150.

ECM.

Remarks _____

THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

CITY OF Portland Oregon and/or _____ COUNTY

By _____ By _____

By Richard O. Schmidt By _____
Richard O. Schmidt, P.E., State Highway Coordinator

By _____

Project N.E. Russell Street-S.E. Division Street

Agency City of Portland **Date** August 31, 1982

Type of Project Signal Modification, Storm Drainage Improvements

Funds SOS [✓ e(4)] FAUS FASC Title II HBR

The agreement on this project should provide for the following responsibilities where applicable:

		N/A	State	Applicant	Consultant
Major PE		( )	(X)	( )	( )
Monitor PE		(X)	( )	( )	( )
Field Survey		( )	(X)	( )	( )
Prepare Environmental Statements		(x)	( )	( )	( )
Review & Process Envir. Statements		(X)	( )	( )	( )
Public Hearings		(X)	( )	( )	( )
Citizen Involvement		(X)	( )	( )	( )
Action Plan Requirements		( )	(x)	( )	( )
Preliminary Design Plans & Specs.		( )	(x)	( )	( )
Prepare for Contract Bids		( )	(X)	( )	( )
Advertise, Let and Award		( )	(x)	( )	( )
Major Construction Engineering		( )	(x)	( )	( )
Lab Testing, Final Checking		( )	(X)	( )	( )
Utility Responsibility		( )	(x)	( )	( )
Maintenance After Completion		( )	(x)	( )	( )
Signal Maintenance	Subject to existing LOC agreement	(X)	( )	( )	( )
Power Consumption		(X)	( )	( )	( )
Local Match		( )	( )	(x)	( )
Provide for Right-of-way Agreement			Yes	[✓ No]	

*Construction by Contract (x) State Forces (X) Local Forces ( )

Advance Deposit Required PE ( ) Construction (X) N/A ( )

State will Advertise, Let and Award All Contracts

State will Monitor Preliminary Engineering and Construction Activities for Federal Compliance

*Remarks: Signal modification at S.E. Division Street will be accomplished by state forces, the storm drainage work will be done by contract.

1983 Portland Signal Replacement 9744
on various streets in Portland
(Traffic signals)

7707/

Oregon Department of Transportation
HIGHWAY DIVISION

HIGHWAY ISION INVOICE

		AGENCY 02	CURRENT DOCUMENT NUMBER 144788
YOUR ORDER NUMBER	BILLING REQ. NUMBER CA 5462	DATE 2/06/87	VENDOR NUMBER 0000180191-00

City of Portland
1120 S.W. Fifth Avenue
Portland, OR 97204-1971

SEND REMITTANCE TO:
OREGON STATE HIGHWAY DIVISION
434 TRANSPORTATION BUILDING
SALEM OR 97310-0780

T.C.	E.A. SUB JOB	SPECD	ORG. UNIT	OBJ DTL	ACT.	REVENUE SOURCE	AGY. SRC.	AMOUNT
617	C09744-001	L01	1000			844010	02	$ 953.32
617	C09744-010	L01	1000			844010	02	5,007.35
617	C7261940-011	L02	7144			844010	02	282.81

PROG	APP SYM	FUND CODE	FUND DETAIL	FUND SOURCE

DESCRIPTION:

Final settlement IX000C(25) and IXG0-000C(28), Traffic Signal Replacement at 34 Locations, Agreement No. 7752

Total Project Cost	$ 1,042,999.08
Less: Federal Funds	(1,029,701.16)
Less: State Share	(4,402.34)
Less: Credit for PE by City	(2,652.10)
Amount Due from City of Portland	$ 6,243.48

GL

SPECIAL INSTRUCTIONS (FOR ACCOUNTING USE ONLY)

TOTAL PRICE

TOTAL AMOUNT DUE $6,243.48

IF YOU HAVE QUESTIONS ABOUT THIS INVOICE PLEASE CONTACT: Gary Zehner 378-6011 or Diane Galida (INVOICE PREPARER) PH. 378-5035

734-1150 (11-86)

PROGRAM SECTION
Manager ____ Resource Unit ____
FA Unit ____ Program Unit ____
FEB 13 1987
Refer To ____________
R/D ____ Act ____ Reply ____
Disc ____ Info ____ File ____

9744

OREGON STATE HIGHWAY DIVISION

ITEMIZED STATEMENT OF FINAL COSTS DATE: 1/22/87

CITY: Portland AGREEMENT NO: 7752 PROJECT NO: IX-000C(25) IXG-000C(28)

CONTRACT NO: 9744 SECTION: Traffic Signal Replacement at 34 Locations

PRELIMINARY ENGINEERING (Prefix No. 726-1940):	
Project Manager	$ 428.05
Work by City	44,201.64
Final Design	202.78
Traffic Section	1,336.43
R/W Liaison	68.06
Audit Expense	152.01
Program Section	524.44
Specifications	1,875.24
Administrative Services	24.34
Region Traffic	101.98
TOTAL P.E. COST	$ 48,914.97
CONSTRUCTION (Prefix No. 326-1068 & C9744):	
Payment to Contractor (Non-Partic. $4,967.53)	$ 913,056.53
Credit for Liquidated Damages	(2,475.00)
SFO #3 Signal Controller Testing	17,000.00
SFO #5 Repair Broken Manhole Ring & Install New Cover	433.18
SFO #6 State Furnished Prom & Program	485.00
Interest (Non-Partic.)	986.30
Work by City	60,864.64
Construction Engineering (Non-Partic. $6.84)	897.06
Audit	244.40
Program Section	46.41
Specifications	370.96
Materials Testing	1,599.09
Technical Services	330.11
Construction Section	245.43
TOTAL CONSTRUCTION COST	$ 994,084.11
SUMMARY:	
Total P.E. Cost	$ 48,914.97
Total Const. Cost	994,084.11
TOTAL PROJECT COST	$1,042,999.08
Less Federal Funds:	
P.E.	41,577.72
Const.	988,123.44
BALANCE	$ 13,297.92
Less State Share: 9% of $48,914.97 =	(4,402.34)
CITY SHARE	$ 8,895.58
Less Credit for P.E. by City	(2,652.10)
AMOUNT DUE FROM CITY	$ 6,243.48

GEZ:pf
cc: J. Henry
W. Schulte, Region 1
LPG Files

9744

(ORIGINAL)

FORM APPROVED BY
COMPTROLLER GENERAL,
U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATIC
FEDERAL HIGHWAY ADMINISTRATION

[illegible]

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

STATE VOUCHER NO.

FHWA VOUCHER NO.

APPROPRIATION

FHWA SCHEDULE NO.

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*

Treasurer of the State of Oregon

ADDRESS
Capitol Building
Salem, Oregon 97306

PAID BY

(For use of Paying Office)

STATE

Oregon

VOUCHER TYPE *(Check Appropriate Block)*

☐ CURRENT BILLING

☐ OTHER PROGRESS

☑ FINAL VOUCHER (*)

VOUCHER PERIOD

FROM 11-22-83

TO 2-06-86

FEDERAL AID PROJECT NO. IXG-000C(28)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

580

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$994,084.11	$988,123.44	100%	$988,123.44	$988,123.44	$0.00

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY	DATE	SIGNATURE OF AUTHORIZED OFFICIAL
Oregon	10/31/86	Controller

I certify that supporting records for costs claimed, and the referenced project (if applicable), have been subjected to required reviews, approvals and inspections by the Federal Highway Administration and that the amount approved is justly due.

AMOUNT SUBMITTED	$ 0.00
ADJUSTMENTS	
AMOUNT APPROVED	

SIGNATURE OF FHWA REPRESENTATIVE

(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20
(REV. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	PORTLAND SIGNAL REPLACEMENT PROJECT					
	PORTLAND CITY STREET					
	MULTNOMAH COUNTY					
	Construction					
	Type Code Y031					
	Signals, 34 Locations (Various City Streets)					
	Final Contract Payment Summary	Lump Sum			$908,089.00	
SFO #3	Signal Controller Testing (State)	All Required			17,000.00	
SFO #5	Repair Broken Manhole Ring and Install New Cover (City of Portland)	All Required			433.18	
SFO #6	Program 170 Prom Modules with State Owned W4OR Program (State)	All Required			485.00	
	Total Participating Construction				**$926,007.18**	
	Construction Engineering					
	City of Portland	All Required			$60,864.64	
	State	All Required			3,482.22	
	Liquidated Damages	Lump Sum			[2,475.00]	
	Total Participating Construction Engineering				**$61,871.86**	
	Misc. Project Cost					
	Audit Expense	All Required			244.40	
	Total Participating Project Cost				**$988,123.44**	
	Non Participating Project Cost					
	Interest on Final Payments	All Required			986.30	
	Final Contract Payment Summary	Lump Sum			4,967.53	
	Construction Engineering	All Required			6.84	
	Total Participating Project Cost				5,960.67	
	Total Project Cost				**$994,084.11**	
	Prepared based on Participating Cost as shown on the Federal Billing as of 10-09-86.					
	AMOUNT CARRIED FORWARD					

DESCRIPTION		PREFIX	FUNCTION	SUB	F.	GR		CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE YRS BEG	END
	326	1066	950	00	P	2		2.09	74.64	124.69	83	85
	326	1066	950	00	P	8		4.44	74.56	124.51	83	85
	326	1066	950	00	N	1		.21CR	24.50	24.50	85	85
	326	1066	950	00	N	2			.25	.25	85	85
	326	1066	950	00	N	8			.25	.25	85	85
	326	1066	985	00	P	1				87.57	83	84
	326	1066	985	00	P	2				.89	83	83
	326	1066	985	00	P	8				.90	83	83
			TOT		P1			204,836.49	2,486,424.19	4,984,784.25		
			TOT		P2			321.94	5,173.93	20,093.22		
			TOT		P8			370.11	3,841.41	6,501.39		
			TOT		N1			299.71	8,198.83	13,590.85		
			TOT		N2			3.22	25.30	78.87		
			TOT		N8			3.21	25.11	78.62		
			** JOB TOTALS **					205,834.58 **	2,503,688.77 **	5,025,127.20 **		
PORTLAND SIG REPLACE PROJ	CONT NO 9744		FA PROJ NOS XIG0000C028 100								STATE	
	326	1068	201	00	P	1	Pay Cont		658,453.90	908,089.00 ✓	84	85
	326	1068	201	00	N	1	" "		4,967.53	4,967.53 ✓	84	84
	326	1068	203	00	P	1	Cr. Liq. Dam.		17,100.00CR	17,100.00CR ✓	84	85
	326	1068	270	03	P	1	SFO # 3		17,000.00	17,000.00	85	85
	326	1068	270	06	P	1	SFO # 6		485.00	485.00 ✓	84	84
	326	1068	285	05	P	1	SFO # 5		433.18	433.18 ✓	85	85
	326	1068	296	00	N	9	Tr. St.	296.20CR	716,792.52CR	971,819.52CR	84	85
	326	1068	298	00	N	9	" Fed.	296.20	716,792.52	971,819.52	84	85
	326	1068	900	00	P	1	Const. Engr.	1.13CR	486.31	745.56 ✓	84	85
	326	1068	903	00	P	1	By City		55,919.25	59,916.83 ✓	84	85
	326	1068	915	00	P	1	Audit	.10CR	22.78	22.78 ✓	85	85
	326	1068	920	00	P	1	Prog. Sec.			46.41 ✓	84	84
	326	1068	921	00	P	1	Specs.			370.96 ✓	84	84
	326	1068	928	00	N	1	Adm. on Ret.	.04CR	8.15	32.98 ✓	84	85
	326	1068	940	00	P	1	Salem Lab	.56CR	397.49	637.49 ✓	84	85
	326	1068	941	00	P	1	Port "	171.43	322.14	491.88 ✓	84	85
	326	1068	944	00	P	1	Tech. Serv.			330.11 ✓	84	84
	326	1068	945	00	P	1	Const. Sec.	15.29	134.67	245.43 ✓	84	85
	326	1068	948	00	P	1	Gen. Const. Engr.	.41CR	91.10	127.76	84	85
			TOT		P1			184.52	716,645.86	971,841.79		
			TOT		N1			.04CR	4,975.68	5,000.51		
			** JOB TOTALS **					184.48 **	721,621.54 **	976,842.30 **		
UPRR XING @ NE 11TH	CONT NO		FA PROJ NOS RRP 000S028 100								STATE	
	326	1069	205	01	P	1		480.00CR	4,562.64CR	4,562.64CR	84	85
	326	1069	270	01	P	1		9,599.91	91,252.76	91,252.76	84	85
	326	1069	296	00	N	9		8,207.91CR	78,050.30CR	78,050.30CR	84	85
	326	1069	298	00	N	9		8,207.91	78,050.30	78,050.30	84	85
	326	1069	948	00	P	1		8.82	41.26	41.26	84	85
			TOT		P1			9,128.73	86,731.38	86,731.38		
			** JOB TOTALS **					9,128.73 **	86,731.38 **	86,731.38 **		

REPORT NO: FMBL003-1
SEQ: FEDERAL APPROPRIATION, FEDERAL
PROJECT, AGREEMENT, EA-SUBJOB

OREGON DEPARTMENT OF TRANSPORTATION
FINANCIAL MANAGEMENT SYSTEM
OREGON STATE HIGHWAY DIVISION
FHWA BILLING VOUCHER

RUN 12/17/86 21:45

FEDERAL APPROPRIATION: 580

AGREEMENT EA/SUBJOB	TOTAL COSTS TO DATE	AMOUNT PREV CLAIMED	--PARTICIPATION-- AMOUNT	PERCENT	AGREEMENT AMOUNT	FEDERAL SHARE	-ADJUSTMENT- AMOUNT	CODE	VOUCHER AMOUNT
FEDERAL PROJECT: XI -0026-037									
******************************									
F00629									
C0242541-000	1,005,562.84	403,709.30	1,005,562.84						
C0242541-001	44,823.59	.00	.00						
C0242541-010	127,074.40	.00	.00						
C0242541-011	615,892.35	974,512.31	615,892.35						
AGREEMENT TOTALS	1,793,353.18	1,378,221.61	1,621,455.19	85.00	1,402,500.00	1,378,236.91	.00		15.30
FED PROJ TOTALS	1,793,353.18	1,378,221.61	1,621,455.19		1,402,500.00	1,378,236.91	.00		15.30
FEDERAL PROJECT: XIGO-000C-019									
******************************									
F02314									
C3261085-000	19,554.56	3.61	30.87						
C3261085-011	463,655.12	452,874.04	463,178.81						
AGREEMENT TOTALS	483,209.68	452,877.65	463,209.68	100.00	529,999.00	463,209.68	.00		10,332.03
F03554									
C7261921-000	6,902.53	1,275.80	6,902.53						
C7261921-010	71.07-	.00	.00						
C7261921-011	330,477.60	304,098.20	330,477.60						
AGREEMENT TOTALS	337,309.06	305,374.00	337,380.13	100.00	305,374.00	337,380.13	32,006.13	B	.00
FED PROJ TOTALS	820,518.74	758,251.65	800,589.81		835,373.00	800,589.81	32,006.13	B	10,332.03
FEDERAL PROJECT: XIGO-000C-028									
******************************									
F02290									
C09744 -000	474.05	14.32	474.05						
C09744 -001	953.32	.00	.00						
C09744 -010	5,007.35	.00	.00						
C09744 -011	987,649.39	988,109.12	987,649.39						
AGREEMENT TOTALS	994,084.11	988,123.44	988,123.44	100.00	988,123.44	988,123.44	.00		.00
FED PROJ TOTALS	994,084.11	988,123.44	988,123.44		988,123.44	988,123.44	.00		.00
FEDERAL PROJECT: XIGO-000C-030									
******************************									
F03602									

9 7 - -

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 2	COUNTY Multnomah	DIVISION Oregon
DATE OF REPORT 2/3/86	REPORT MADE BY 2-3 T. P. Lowe, Area Engineer		PROJECT NO. IXG-000C(28)
COMPLETION DATE (Actual) 1/15/85	ACCEPTANCE DATE BY CONRTACT AGENCY 6/11/85	TIME ELAPSED 125 %	CONTRACT TIME 300 Days
LOCATION See Below			

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

PORTLAND SIGNAL REPLACEMENT PROJECT
VARIOUS CITY STREETS
Traffic Signals

The work on this project consisted of the complete installation of traffic signals at 34 intersections, interconnected with capability to be coordinated within a three dial-four offset system. The existing signal materials from the 34 intersections were removed, salvaged and stockpiled.

The contractor used 376 days to complete the work. Liquidated damages of $225/day were charged for 76 days.

The final project cost of $976,529.72 underran the original authorization by eight percent.

RECEIVED
STATE HWY ENGR
FEB 7 '86
REFER TO Fredrickson
FOR
Info | Inves | R/D | D/R | Sign | Act | File

NOTED
W. E. SCHWARTZ
2/10

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Original Signed by T. P. Lowe		SIGNATURE J. K. HOSSNER Field Operations Engineer	
TITLE Area Engineer	DATE FEB - 4 1986	TITLE Field Operations Engineer	DATE FEB - 6 1986

FORM FHWA 1446B
(Rev. 2-84)

PREVIOUS EDITIONS MAY BE USED.

January 15, 1986

CON 5

Tice Electric Company
P. O. Box 15009
Portland, OR 97215

Re: Time Extension Request
Portland Signal Replacement Project
Contract No. 9744
FAP No. IXG-000C(28)

Your request for additional contract time in which to complete the above project has been carefully reviewed.

The late delivery of the controller related equipment was due to a contractor selected alternative and is not deemed a contract change. Therefore, this is not a valid reason for adjustment of contract time and this portion of your request is denied.

Based on the additional data you submitted and on telephone conversation, we will reconsider your request for additional contract time due to the software revision. According to data available to us, the software revision initially required 38 calendar days. The software did not function as expected due to a program error, the correction of which required 54 calendar days. It appears that the program error correction time may have been excessive and that your supplier of this item should have some responsibility in this matter. Therefore, in consideration of the above, a contract time adjustment of an additional 65 calendar days is granted due to the software revision.

The adjusted contract time of completion for this contract is 365 calendar days. There remains 11 calendar days of liquidated damages under this contract.

W. E. Schwartz, P.E.
Ass't. State Highway Engineer

WES:OBJ:mk

bc: C. O. Fredrickson
Al Harwood w/att.
Don Burdette w/att.
FHWA w/att.
Bruce Walton

STATE OF OREGON

INTEROFFICE MEMO

TO: BRYANT JACKMOND
Contract Administration Engineer

DATE: December 30, 1985

FROM: Marion Craft
MARION CRAFT
Metro Region Construction Engineer

SUBJECT:
Portland Signal Replacement Project
Contract No. 9744

Attached is a time extension request from the contractor, a letter of explanation from the signal supplier, and the Project Manager's letter with his recommendation to grant the request.

This is a resubmittal of an earlier request, based on the same circumstances, but with additional information and explanation by the supplier.

The contractor evidently proposed what was then a new system, or a prototype, and the City accepted the proposal. Delivery and development took longer than expected, and thus the contract overran.

Based on the circumstances related in the supplier's letter, the contractor's time extension request, and the Project Manager's letter, I concur in the recommendation to grant the 76 days.

W. E. Schwartz —

I do not concur with the Region's stated reason. However, the contractor also has asked for time due to a software revision requested by the City of Portland. This revision did require added time and, based on data from the Project Manager, I recommend a 65 C.D. time extension.

D. B. Jackmond

MC/gw-036
Attachment

RECEIVED
LS TC
SA CC
1985
FE CP
POC
CCS
EEO
SECTION
FILE

81-125-1387

9744

Since 1849

RATHBONE, KING & SEELEY
INSURANCE SERVICES, INC.

HOME OFFICE
350 CALIFORNIA ST.
SAN FRANCISCO

BRANCH OFFICES
SAN FRANCISCO
PORTLAND
SEATTLE
PHOENIX
ORANGE COUNTY
FRESNO
BURBANK

December 20, 1985

Mr. Robert W. Gormsen
Oregon Dept. of Transportation
Transportation Building
Salem, Oregon 97310

Dear Mr. Gormsen:

Re: CON 5 #9744
Tice Electric Company
Bond No. JO 67 48

In your letter dated June 13, 1985 we were advised that Contract No. 9744 was completed and accepted as of June 11, 1985. We were later informed that the total contract amount was $895,957.33.

Recently we received a copy of a Contractor's Request for Adjustment of Contract Time by Tice Electric Co. dated December 9, 1985, wherein they ask for a 76 day extension.

Please verify for us whether this contract is, indeed, completed or not. A return envelope is enclosed for your convenience in replying.

Very truly yours,

Jan Sattler

Jan Sattler
Bond Dept.

Enc.

RECEIVED
DEC 23 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

1-2-85-
Inquiry handled satisfactorily
by telephone
RWGormsen

BENJAMIN FRANKLIN PLAZA, ONE S.W. COLUMBIA, SUITE 660, PORTLAND, OREGON 97258 • (503) 225-1177

June 25, 1985

Peerless Insurance Company
c/o Rathbone, King & Seeley
One SW Columbia
Portland, OR 97201

CON 5
#9744

Gentlemen or Ladies:

On June 13, 1985, we wrote to you concerning release of final payment on Contract No. 9744 awarded to Tice Electric Company for the Portland Signal Replacement Project in Multnomah County.

Final payment on this contract is $10,000.80. The total contract amount is $895,957.33 including $11,763.17 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Tice Electric Company
PO Box 15009
Portland, OR 97215

Fred S. James & Co. of Oregon
111 SW Columbia
Portland, OR 97201

bc: C. O. Fredrickson
Walt Hart
E. L. Hardt

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

	SECTION: Portland	WEEK ENDING: January 19, 1985
		SECTION PREFIX: 326-1068
	HIGHWAY: Various City Streets	COUNTY: Multnomah
NAME OF JOB: Portland Signal Replacement Project	KIND OF WORK: Traffic Signal Installations	
CONTRACTOR: Tice Electric Company	CONTRACT NUMBER: 9744	FEDERAL AID PROJECT NUMBER: IXG-000C (28)
DATE OF CONTRACT: December 22, 1983	DATE WORK STARTED: March 7, 1984	ESTIMATED COMPLETION DATE: January 15, 1985
AVERAGE FORCE ON PROJECT FOR THE WEEK. MEN 3 SUPERVISION 1	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS 300	CALENDAR DAYS USED 376
PROJECT AUTHORIZATION: $ 1,064,334.90	SPECIFIED COMPLETION DATE: October 31, 1984	PERCENT OF TIME ELAPSED 125
EXCLUSIVE OF ENGINEERING: $ 979,938.30	ENGINEERING AUTHORIZATION $ 84,396.60	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 979,938.30	ENGINEERING COST TO DATE $ 47,032.20	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100
ESTIMATED PERCENT: OVERRUN UNDERRUN 0 %	PERCENT OF AUTHORIZATION 56 %	DATE PROJECT WAS COMPLETED: January 15, 1985

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	43° Partly Cloudy	1		
MONDAY	37° Cloudy	1		
TUESDAY	42° Cloudy	1		Project completed this date.
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

CE ..... CAE .....
COE ..... OM .....
OE ....
CA ....
CAM ....
EEO ....

RECEIVED
JAN 24 1985
CONSTRUCTION
SECTION

LS ...... TC ......
SA ...... CC ......
FE ...... CP ......
PQC ....
QCS ....
FILE ....

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

Jan. 13 SUNDAY	No Activity.
Jan. 14 MONDAY	Turned on new signals and removed old signal equipment at S.E. 52nd & Foster and S.E. 72nd & Foster.
Jan. 15 TUESDAY	Turned on new signals and removed old signal equipment at S.E. 63rd & Foster. Project is complete. Minor cleanup and corrective work remaining.
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

SIGNED Don Burdette
Don Burdette
LOCATION Portland

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP*F216

January 10, 1985

CON 5

Tice Electric Company
P.O. Box 15009
Portland, Oregon 97215

Time Extension Request
Portland Signal Replacement Project
Contract No. 9744
FAP No. IXG-000C(28)

Your request for additional contract time in which to complete the above project has been carefully reviewed.

You have requested an additional 60 calendar days of contract time due to a late delivery of certain materials. The furnishing of materials is a contractor responsibility under the terms of the contract agreement and the late delivery of materials is not a valid reason for adjustment of contract time.

Your request is accordingly denied.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
Al Harwood w/att.
Don Burdette w/att.

CITY OF
PORTLAND, OREGON
OFFICE OF TRANSPORTATION

Mike Lindberg, Commissioner
Traffic Management
1120 S.W. Fifth Avenue
Room 902
Portland, Oregon 97204-1969
(503) 796-5185

1-7-85

W. E. Schwartz —
I concur with Region that this request be denied. Late delivery of materials is not a valid reason for additional contract time.
D.B. Jackman

November 5, 1984

M. A. Craft
REGION 1 CONSTRUCTION ENGINEER, OSHD
9002 S.E. McLoughlin Blvd.
Milwaukie, OR 97222

PROJECT: Contract No. 9744
Portland Signal Replacement Project

Dear M.A. Craft:

Enclosed is form 734-3320, contractors request for adjustment of contract time, with supporting data.

The contractor had completed most of his work the 1st week of October with the exception of installing controllers, which were not available. On Thursday October 18, 1984, the contractor received eight controllers/cabinets and had them installed and wired complete by Wednesday October 24, 1984 (4 working days). It appears that by installing 2 controllers/cabinets per day that if the equipment were available all could be installed in 17 working days. The equipment supplier has indicated to me that he will deliver all remaining controllers/cabinets to the lab prior to November 9, 1984. The contractor is presently installing the second group of 8 which he picked up from the lab, October 31, 1984. These should be installed, complete, on November 6, 1984.

It seems unlikely that all controllers/cabinets will be installed before November 30, 1984 due to the time required for lab testing.

Turn on and removal of existing signals will require an additional two to three weeks.

It is my recommendation that the requested time extension be approved as I believe that had the supplier not been delayed in furnishing the equipment the contractor would have completed the project on time.

CE ____ CAE ____ RECEIVED LS ____ TC ____
COE ____ OM ____ SA ____ CC ____
CA ____ NOV 20 1984 FE ____
CAM ____ MA ____
CP ____ CONSTRUCTION OCS ____
EEO ____ SECTION FILE ____

Sincerely,

Don Burdette
Don Burdette
Project Manager

DLB:mb

dlb02 02

cc: Bryant Jackman - with original attachment.
There is no apparent reason for the overrun, except for the delay in delivery of material. Our specs are clear and explicit on This, so the Region recommendation is to deny the request.
11-15-[illegible]

rll

1

U. S. DEPARTMENT OF TRANSPORTA ON
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IXG-000C(28)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 20133

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

PROGRAM SECTION
MANAGER ___ RESOURCE UNIT ___
FA UNIT ___ PROGRAM UNIT ___
OCT 19 1984
REFER TO ___
R/D ___ ACT ___ REPLY ___
DISC ___ INFO ___ FILE ___

RECEIVED
STATE HWY ENGR
OCT 19 '84
REFER TO Potter
FOR
Info Inves R/D D/R Sign Act File

7. DATE AUTHORIZATION EFFECTIVE 6/5/84

8. FEDERAL ROUTE NUMBER Various FAU Routes

9. STATE ROUTE NUMBER City Streets

10. GENERAL LOCATION:

Portland Signal Replacement Project

11. GENERAL DESCRIPTION OF WORK

Repair broken manhole ring and install new cover

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, the advance authorization date of 6/5/84 as requested in Mr. Fredrickson's letter of 10/2/84 as being cost effective for the use of City forces to proceed with the above work is approved. State Force Order No. 5 representing work to be performed by City of Portland forces is approved for a TEC of $500 Federal Funds.

14. DATE 10/18/84

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 PREVIOUS EDITIONS MAY BE USED

7741

(ORIGINAL)

726-1940

FORM APPROVED BY
COMPTROLLER GENERAL,
U.S. MAY 12, 1966

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

9-20-84

VOUCHER FOR WORK PERFORMED UNDER PROVISIONS OF THE FEDERAL AID AND FEDERAL HIGHWAY ACTS, AS AMENDED

STATE VOUCHER NO.

FHWA VOUCHER NO.

FHWA SCHEDULE NO.

APPROPRIATION

PAID BY

(For use of Paying Office)

THE UNITED STATES, DR., TO *(Insert official or depositary named in project agreement)*

TREASURER OF THE STATE OF OREGON

ADDRESS

CAPITOL BUILDING
SALEM, OR 97310

STATE: OREGON

VOUCHER PERIOD FROM 9-14-82 TO 11-21-84

VOUCHER TYPE *(Check Appropriate Block)*

☐ CURRENT BILLING

☐ OTHER PROGRESS

☒ FINAL VOUCHER (*)

FEDERAL AID PROJECT NO.: IX-000C(25)

(*) Use Form FHWA-1447 for Final Voucher for a project constructed under certification acceptance or secondary road procedures (23 U.S.C. 117).

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
$46,262.87	$48,914.97	85%	$41,577.72	$41,577.72	$0.00

I certify that the costs shown in this voucher have been incurred in accordance with terms of project agreements; applicable State and Federal laws or regulations; and that no claim has previously been submitted for costs claimed.

STATE HIGHWAY AGENCY	DATE	SIGNATURE OF AUTHORIZED OFFICIAL
OREGON	8-28-84	CONTROLLER

I certify that supporting records for costs claimed, and the referenced project (if applicable), have been subjected to required reviews, approvals and inspections by the Federal Highway Administration and that the amount approved is justly due.

AMOUNT SUBMITTED: $0.00

ADJUSTMENTS

AMOUNT APPROVED

SIGNATURE OF FHWA REPRESENTATIVE

(SIGN ORIGINAL ONLY)

DATE APPROVED

FORM PR-20
(REV. 5-78)

PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (*Payee must not use this column*)
	PORTLAND SIGNAL REPLACEMENT AT 34 LOCATIONS CITY STREETS IN MULTNOMAH COUNTY					
	PRELIMINARY ENGINEERING TYPE CODE PE					
	WORK BY CITY OF PORTLAND	ALL REQUIRED			$44,201.64	
	STATE	ALL REQUIRED			4,561.32	
	TOTAL PARTICIPATING PRELIMINARY ENGINEERING				$48,762.96	
	MISC. PROJECT COST					
	AUDIT EXPENSE	ALL REQUIRED			$ 152.01	
	TOTAL PARTICIPATING PROJECT COST				$48,914.97	
	NON PARTICIPATING PROJECT COST					
	CITY OF PORTLAND SHARE OF PROJECT COST	ALL REQUIRED			$<2,652.10>	
	TOTAL PROJECT COST				$46,262.87	
	PREPARED BASED ON PARTICIPATING COST AS SHOWN ON THE FEDERAL BILLING AS OF 9-6-84.					
	AMOUNT CARRIED FORWARD					

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ACCOUNT SUMMARY - EXPENDITURES & LEDGERS                           AUGUST 1984        PAGE  973

                                                                          FISCAL          GRAND TOTAL
    DESCRIPTION                PREFIX  FUNCTION SUB F. GR  CURRENT MONTH   YEAR TO DATE      TO DATE
                          726   193[illegible]    918   00 P 1                                      24.42
                          726   1938    920   00 P 1                                     163.09
                          726   1938    921   00 P 1                       1,711.70     4,385.79
                          726   1938    922   00 P 1                                      48.85
                          726   1938    923   00 P 1                                   2,255.04
                          726   1938    932   00 P 1                                      98.84
                          726   1938    933   00 P 1                                     594.40
                          726   1938    936   00 P 1                                     131.96
                                        TOT   P1              66.00        1,788.45    14,171.26
                                     ** JOB TOTALS **         66.00  **    1,788.45 ** 14,171.26  **

ARTERIAL ST OLY PROJ NO 4   CONT NO     * FA PROJ NOS X10 0000048 100                              STATE
                          726   1939    294   00 N 1                                   5,517.04CR
                          726   1939    296   00 N 9         142.42          142.42   88,470.29CR
                          726   1939    298   00 N 9         142.42CR        142.42CR 88,470.29
                          726   1939    901   00 P 1           2.52CR          2.52CR  2,068.97
                          726   1939    903   00 P 1                                  91,950.59
                          726   1939    905   00 P 1                                   1,822.53
                          726   1939    910   00 P 1                                   1,7[illegible]9.39
                          726   1939    911   00 P 1                                     556.69
                          726   1939    913   00 P 1                                     605.82
                          726   1939    915   00 P 1                                     203.39
                          726   1939    918   00 P 1                                      44.78
                          726   1939    920   00 P 1         165.04CR        165.04CR    808.72
                          726   1939    921   00 P 1                                   4,024.55
                          726   1939    922   00 P 1                                      78.98
                          726   1939    932   00 P 1                                      61.60
                          726   1939    933   00 P 1                                      76.68
                                        TOT   P1             167.56CR        167.56CR 104,082.69
                                        TOT   N1                                       5,517.04CR
                                     ** JOB TOTALS **        167.56CR**      167.56CR** 98,565.65  **

PORTLAND SIG REPL (34)      CONT NO     * FA PROJ NOS X10 000C025 100                              STATE
                          726   1940    294   00 N 1 City share                331.65CR   2,652.10CR
                          726   1940    296   00 N 9 Tr. St. 4,784.99CR     4,7[illegible]       41,577.72CR
                          726   1940    298   00 N 9 " Fed 4,784.99         4.[illegible]        41,577.72
                          726   1940    901   00 P 1 Proj. Mgr.                                  428.05
                          726   1940    903   00 P 1 Work by City           5,5[illegible]   44,201.64
                          726   1940    905   00 P 1 Final Design                                202.78
                          726   1940    911   00 P 1 Tr. Sec.                                  1,336.43
                          726   1940    913   00 P 1 R/W Liais.                                   68.06
                          726   1940    915   00 P 1 Audit                     93.70          152.01
                          726   1940    920   00 P 1 Prog. Sec.                                  524.44
                          726   1940    921   00 P 1 Specs.                                    1,875.24
                          726   1940    922   00 P 1 Adm. Serv.                                   24.34
                          726   1940    936   00 P 1 Reg. Tr.                                    101.98
                                        TOT   P1                            5,629.41      48,914.97
                                        TOT   N1                              331.65CR     2,652.10CR
                                     ** JOB TOTALS **                **     5,297.76  **  46,262.87  **
```

B01
BILLING NUMBER 11

OREGON STATE HIGHWAY DEPARTMENT
FHWA BILLING VOUCHER

09/20/84

PREFIX	GRP FL	FED AID PROJ APPR	AGREEMENT AMOUNT	TOTAL COSTS TO DATE	PARTIC. AMOUNT	% OF PARTIC.	FEDERAL SHARE	AMOUNT PREV. CLAIMED	ADJUSTMENT AND CODE	AMOUNT OF THIS VOUCHER
	3	RDFH-0031-000 APPR-944	15,333.00	15,333.00	15,333.00	100.00	15,333.00	15,333.00		
726-1928		PREFIX TOTALS	317,333.00	197,141.90	197,141.90		197,141.90	197,141.90		
726-1929	1	X10 -0000-037 APPR-772	1,000.00	821.15	821.15	85.00	697.98	697.98		
726-1930	1#	H -000C-021 APPR-W36	18,996.36	20,418.30	21,542.71	88.18	18,996.36	18,996.36		
726-1931	1	TOR -1008-001 APPR-780	239,000.00	233,621.52	233,621.52	100.00	233,621.52	233,621.52		
726-1932	1#	XI -0000-042 APPR-823	12,492.25	14,000.45	14,696.77	85.00	12,492.25	12,492.25		
726-1933	1#	X10 -9877-004 APPR-772	6,377.13	7,502.51	7,502.51	85.00	6,377.13	6,377.13		
726-1934	1	RRP -9300-005 APPR-139	450.00	654.89	654.89	90.00	589.40	450.00	139.40 B	
726-1935	1	X10 -9822-006 APPR-580	5,695.00	7,419.53	7,419.53	85.00	6,306.60	5,695.00	611.60 B	
726-1936	1	RRS -9311-002 APPR-138	900.00	563.12	563.12	90.00	506.81	503.05		3.76
726-1937	1	X10 -0000-045 APPR-580	4,845.00	202.87	202.87	85.00	172.44	172.44		
726-1938	1	X10 -9345-001 APPR-580	15,894.00	14,171.26	14,171.26	85.00	12,045.57	12,045.57		
726-1939	1#	X10 -0000-048 APPR-580	88,470.29	98,565.65	104,082.69	85.00	88,470.29	88,470.29		
726-1940	1*	X10 -000C-025 APPR-580	41,577.72	46,262.87	48,914.97	85.00	41,577.72	41,577.72		
726-1941	1	X10 -0000-044 APPR-580	85,000.00	205.77	205.77	85.00	174.90	174.90		
726-1942	1	X10 -9326-011 APPR-580	31,714.00	30,198.27	30,198.27	85.00	25,668.53	24,287.00		1,381.53
726-1943	1	X10 -9398-002 APPR-580	11,050.00	3,224.54	3,224.54	85.00	2,740.86	2,740.86		
726-1944	1	X10 -0000-049 APPR-580	7,735.00	223.14	223.14	85.00	189.67	189.67		
726-1945	1	X10 -9956-013 APPR-580	11,900.00	3,809.08	3,809.08	85.00	3,237.72	3,220.55		17.17
726-1946	1	X10 -0000-051 APPR-580	10,710.00	1,027.53	1,027.53	85.00	873.40	873.40		
726-1947	1	X10 -9300-009 APPR-580	35,020.00	6,236.05	6,009.20	85.00	5,107.82	4,651.99		455.83
726-1948	1	X10 -9960-001 APPR-580	15,300.00	14,240.59	14,240.59	85.00	12,104.50	11,648.34		456.16
726-1949	1	BWM -0000-054 APPR-W61	61,500.00	18,520.94	18,520.94	100.00	18,520.94	16,225.84		2,295.10
726-1950	1	RRS -9302-004 APPR-138	1,800.00	407.42	407.42	90.00	366.68	366.68		
726-1951	1	RRS -000S-012 APPR-138	1,800.00	111.72	111.72	90.00	100.55	100.55		
726-1952	1	RRS -000S-011 APPR-138	1,800.00	115.75	115.75	90.00	104.18	104.18		

SC

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IXG-000C(28)
2. STATE PROJECT NO. See below
2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 20133

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 5-1-84
8. FEDERAL ROUTE NUMBER Various FAU Routes
9. STATE ROUTE NUMBER City Streets

10. GENERAL LOCATION:
Portland Signal Replacement Project

11. GENERAL DESCRIPTION OF WORK
Excavate in street area to locate and disconnect 120V power source to existing controller at N.W. 11th Ave. and Glison St.

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 5-1-84 as requested in Mr. Fredrickson's letter of 6-18-84 as being cost effective for the use of PGE forces to proceed with the above work. State Force Order NO. 4 representing work by PGE forces is approved for TEC of $700 Federal Funds $700.

RECEIVED
STATE HWY ENGR
JUN 27 '84
REFER TO Potter
FOR
Info Inves R/D D/R Sign Act File

Orig. to
6/29

14. DATE 6-25-84
15. SIGNATURE OF APPROVING OFFICIAL
16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 1-236	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Multnomah Project No. IXG-000C(28)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Portland Signal Replacement Project

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-22-83	0.00

OTHER *(Specify)*

FUNDS PRO RATA 100%

ESTIMATED TOTAL COST OF PROJECT $ 1,064,300.00	FEDERAL FUNDS $ 1,064,300.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX By For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)
For: Dale E. Wilken

Date executed by Division Administrator JAN 25 1984

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen. File

Oregon State Highway Division
Salem, Oregon January 23, 1984

Federal-Aid Project No. IXG-000C(28)

Portland Signal Replacement Project
Portland City Streets
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code Y031
Signals, 34 Locations (Various City Streets)

Temporary Protection and Direction of Traffic		All Required		$ 10,000.00
Temporary Signs	900	Sq.Ft.	4.00	3,600.00
Flagmen	1,600	Hour	17.50	28,000.00
Traffic Signal Installation, Complete		All Required		864,860.00
				$ 906,460.00

Anticipated Items

Signal Controller Testing	All Required		$ 17,000.00
Connect and Test New Interconnect	All Required		10,200.00
Inspection and Turn On	All Required		4,080.00
			$ 31,280.00
		Subtotal	937,740.00
		Engineering	126,560.00
		Total	$ 1,064,300.00

Length of Project	0.00 mi.
Federal Funds 100%	$ 1,064,300.00

Group 1 100%
Contract No. 9744
Prefix: 726-1940
Prefix: 326-1068

DAR:bkb

January 6, 1934

Tice Electric Company
P. O. Box 15009
Portland, OR 97215

CON 5
#9744

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

> Contract No. 9744 for the Portland Signal Replacement Project on various city streets in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

Enclosure
cc: Peerless Insurance Company
c/o Rathbone, King & Seeley
1 S.W. Columbia
Portland, OR 97201

Fred S. James & Co. of Oregon
111 S.W. Columbia
Portland, OR 97201

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
E. L. Hardt
Mike Smith
L. E. George

TICE ELECTRIC ELECTRICAL CONTRACTORS

December 20, 1983

Commission Services Section
Department of Transportation
121 Transportation Building
Salem, OR 97310

Attention: Robert Gormsen, Manager

Reference: Portland Signal Replacement Project (Various City Streets) #9744
Federal-Aid project no. IXG-000C(28)

Dear Mr. Gormsen:

The Tice Electric Company is pleased to learn that it submitted the low bid for the referenced project on December 15, 1983.

We hereby identify four (4) firms that shall be used to fulfill the Disadvantaged Business Enterprise (DBE) goal.

Firms and work to be performed:

Wog-E Construction Company, Inc. - Flagmen

Brothers Concrete Cutting - sawcutting of pavements for loop detector installation.

Ricardo's Painting - field painting of traffic signal poles, posts, cabinets, etc.

Northwest Tradewinds International, Inc. - supplier of service cabinets, terminal cabinets and 5 conductor no. 14 signal cable.

Bid items and prices:

Company	Bid Item No.	Unit	Quantity	Unit Price	Total
Wog-E	3	Hr.	1600	$16.50	$26,400.00
Brothers	4	L.S.	partial	L.S.	3,000.00
Ricardo's	4	L.S.	partial	L.S.	12,705.00
N.W.T.W.	4	L.S.	partial	L.S.	17,143.80

Summary:

Total of 3 subcontractors: $42,105.00
20% of Northwest Tradewinds: 3,428.76
Total: $45,533.76

This total is 5.02% of the total amount of bid.

2139 S.E. Belmont • Portland, OR 97214 • (503) 233-8801

Commission Services Section
Department of Transportation
December 20, 1983
Page Two

RE: Portland Signal Replacement Project (Various City Streets)
Federal-Aid project no. IXG-000C(28)

We look forward to receiving the State's award of the contract for this project.

Yours very truly,

TICE ELECTRIC COMPANY

G. S. Gregersen

Gordon S. Gregersen
Project Manager

GSG:nh
cc: file

RECEIVED
DEC 20 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IXG-000C(28)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

11-22-83

4. PROGRAM NO.

5. ITEM NO. 20133

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/22/83

8. FEDERAL ROUTE NUMBER Various FAU Routes

9. STATE ROUTE NUMBER City Streets

10. GENERAL LOCATION:
Portland Signal Replacement Project

11. GENERAL DESCRIPTION OF WORK
Traffic Signals

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY

☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

☒ OTHER *(Specify)* Anticipated items as shown in your "PS&E" Estimate dated 10/27/83.

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Potter's 11/21/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $1,569,915 Federal Funds.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
DEC 5 '83
REFER TO Potter
FOR
Info | Init. | R/D | D.R | Sign | Act | File

14. DATE 11/22/83

15. SIGNATURE OF APPROVING OFFICIAL G. K.

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

9711

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

October 31, 1983

In Reply Refer to
File No.:
PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM: for mJK D. E. Swan, P.E.
Project Unit Engineer

SUBJECT: Project Data Submission
Item No. 20133
Project No. IXG-000C(28)
Portland Signal Replacement Project
Various City Streets
Multnomah County

Attached support data consists of PR-1 form, project map and traffic signal warrants for the subject project.

It is the Oregon State Highway Division's present intentions to receive bids for the project on December 15, 1983.

Project concept is based on the September 3, 1982 letter to you from the Director of ODOT.

JLG:pf
Attachments

cc: Ed Hardt, Region Metro
Jon Rose, Region Metro
Robin Brooks, Region Metro
Gary Zehner, w/attach
General Files

Form 734-3122

Budget Bureau No. 41-R2067; Approv

U.S. DEPAR
BURE

MONTHLY TRANSACTION NO.

DATE SUBMITTED TO W.O.

FORM PR-1
(REV. 4-61)

10-31-83

FEDERAL - AID PROGRAM DATA

(PPM 21-1)

CARD 2	REPORT NUMBER (19) (20)	PROJECT LOCATION (45 typewriter spaces) Streets, City of Portland @ 34 Loc. 21 65	**ADT**	PRESENT N/A	FUTURE - - - (66) (70)	YEAR - - (71) (72)	REGION 10	STATE NAME Oregon	ST CO (2)

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) Traffic Signals 28 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) IXG- 14 23	NUMBER 000C 7	SEQ. (28

CARD	CLASS OF FEDERAL FUNDS Interstate Transfer Grants-Hwy.	COUNTY NAME Multnomah			CODE 051 (14) (16)
	NAME OF URBAN AREA 17-31 Portland	ROUTE NO. U	FEDERAL-AID Var. * (32)	STATE Streets (36)	U.S. ---- (37) (41)

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	CLASS	WORK TYPE	WORK STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS 100%	STATE FUNDS	OTHER FUNDS
1	(14-15)	(16	41	42	43 46	53		(54) (58)	(59) (66)	(67) (76)		
5					**PE**							
5					**ROW**							
5					**CONST** (CODE) TOPICS Y031		"Portland Signal Replacement Project"	0.0	1,600,000	(I-505) 1,600,000		

CARD 1	CODE 1	PREPARED BY JLG:pf	PROJECT TOTALS	0.0	1,600,000 (16) (23)	1,600,000 (24) (33)
1	14	PROGRAM APPROVAL DATES 9-25-81 10-01-83				

* See List on Backside

REMARKS
Additional Data: Item No. 20133,
Project No. IX-000C(25).

7261940

USCOM

Budget Bureau No. 41-R2067; Approval Expires February 28, 1966

FORM PR-1
(REV. 4-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

10-31-83

PROJECT LOCATION (45 typewriter spaces) (20) 21 … 65	ADT PRESENT	ADT FUTURE (66) (70)	YEAR (71) (72)	REGION	STATE NAME	STATE CODE (2) (3)	APPN CODE (4) (9)	ITEM NO. (14) (18)
Streets, City of Portland @ 34 Loc.	N/A	- - -	- -	10	Oregon	41	580	20133

OPOSED WORK (35 typewriter … 62	NATL. FOREST (63) (65)	FH ROUTE NO. (66) (68)	SUPV AGCY (69)	DA CLASSIF. (70)	DA AREA (71)	EMERG. YR. (72) (73)	PL. AUTH YR (74) (75)	PROJECT NUMBER PREFIX LETTER(S) 14 23	NUMBER 7	SEQ. NO. 13	T. Projects Only POST MI. (24) (26)	DESIG. 27
Signals								IXG-	000C	(28)		

FUNDS	COUNTY NAME	CODE (14) (16)	PROGRAM STAGE
Interstate Transfer Grants-Hwy.	Multnomah	051	☐ 1 OR ☐ 2

EA	ROUTE NO.	FEDERAL-AID (32)	STATE (36)	U.S. (37) (41)
Portland	U	Var. *	Streets	----

WORK TYPE 43 46	STEP 53	TERMINI (Full description)	MILES (54) (58)	TOTAL ESTIMATED COST (59) (66)	FEDERAL FUNDS 100% (67) (76)	STATE FUNDS	OTHER FUNDS	CHARACTER OF PROPOSED WORK (Full description)
PE		"Portland Signal Replacement Project"						
ROW								
CONST (CODE) TOPICS Y031			0.0	1,600,000	(I-505) 1,600,000			
ED BY JLG:pf		PROJECT TOTALS	0.0	1,600,000	1,600,000			
				(16) (23)	(24) (33)			

M APPROVAL DATES
9-25-81
10-01-83

* See List on Backside

REMARKS
Additional Data: Item No. 20133,
Project No. IX-000C(25).

-OVER-

USCOMM DUSCOMM-DC 48905-P61

PROJECT DATA: The work consists of replacement of existing traffic control signal equipment at 84 locations (tabulated below), adjust utilities as required, and incidental work common to this type of construction.

NOTE:
1) Project is in Congressional District N
2) Included in FY '84 AP in MSD FY '84 AE final draft, dated 9/29/83, on page 7,
3) Concept approved in 9/3/82 letter to F Director of ODOT.

NO.	MAIN ST.*	X-STREET	FAU*
1)	SE Belmont St.	@ 7th Ave.	9808
2)	NE Killingsworth St.	@ Williams Ave.	9944
3)	SE Belmont St.	@ 11th Ave.	9808
4)	SE Belmont St.	@ 12th Ave.	9808
5)	SE Stark St.	@ 12th Ave.	9810
6)	SE Foster Rd.	@ Holgate/63rd	9776
7)	SE Foster Rd.	@ 72nd Ave.	9776
8)	N. Col. Blvd.	@ Vancouver Way	9956
9)	SE Foster Rd.	@ 52nd Ave.	9776
10)	SE 12th Ave.	@ SE Morrison St.	9765
11)	NE Glisan St.	@ 47th Ave.	9834
12)	NE 33rd Ave.	@ Prescott St.	9823
13)	SE Morrison St.	@ 11th Ave.	9808
14)	NE 33rd Ave.	@ Knott St.	9823
15)	N Killingsworth St.	@ Albina Ave.	9944
16)	NW Everett St.	@ 11th Ave.	9314
17)	NW Glisan St.	@ 11th Ave.	9314
18)	NW Everett St.	@ 10th Ave.	9314
19)	SE 11th Ave.	@ Salmon St.	9765
20)	NE Glisan	@ 32nd Ave.	9834
21)	SE Stark St.	@ 11th Ave.	9810
22)	NE Glisan St.	@ 28rd Ave.	9834
23)	N Williams Ave.	@ Fremont St.	9957
24)	N Portland Blvd.	@ Albina Ave.	9946
25)	N Williams Ave.	@ Hassalo St.	9957
26)	NE 33rd Ave.	@ Killingsworth St.	9823
27)	NE Fremont St.	@ 21st Ave.	9914
28)	NE Fremont St.	@ 15th Ave.	9914
29)	SW 11th Ave.	@ Alder St.	9329
30)	NE Fremont St.	@ 7th Ave.	9914
31)	SW 11th Ave.	@ Taylor St.	9329
32)	SW 11th Ave.	@ Main St.	9329
33)	SW Washington St.	@ 11th Ave.	9350
34)	SW Stark St.	@ 11th Ave.	9810

MAINTENANCE AND ACCOMMODATION OF UTILITIES: A State-City Agreement No. 7752 complying with Section 116, Title 23 USC and Paragraph 6d(1) of PPM 30-4.1 (FHPM 6-6-3-2) was executed 2/10/83.

: The work consists of replacement of existing traffic control signal
nt at 84 locations (tabulated below), adjust utilities as required, and
tal work common to this type of construction.

ST.* X-STREET	FAU*
ont St. @ 7th Ave.	9808
ingsworth St. @ Williams Ave.	9944
ont St. @ 11th Ave.	9808
ont St. @ 12th Ave.	9808
St. @ 12th Ave.	9810
er Rd. @ Holgate/63rd	9776
er Rd. @ 72nd Ave.	9776
Blvd. @ Vancouver Way	9956
r Rd. @ 52nd Ave.	9776
Ave. @ SE Morrison St.	9765
n St. @ 47th Ave.	9834
Ave. @ Prescott St.	9823
son St. @ 11th Ave.	9808
Ave. @ Knott St.	9823
gsworth St. @ Albina Ave.	9944
tt St. @ 11th Ave.	9314
n St. @ 11th Ave.	9314
tt St. @ 10th Ave.	9314
Ave. @ Salmon St.	9765
n @ 32nd Ave.	9834
St. @ 11th Ave.	9810
n St. @ 28rd Ave.	9834
ms Ave. @ Fremont St.	9957
nd Blvd. @ Albina Ave.	9946
ms Ave. @ Hassalo St.	9957
Ave. @ Killingsworth St.	9823
nt St. @ 21st Ave.	9914
nt St. @ 15th Ave.	9914
Ave. @ Alder St.	9329
nt St. @ 7th Ave.	9914
Ave. @ Taylor St.	9329
Ave. @ Main St.	9329
ngton St. @ 11th Ave.	9350
St. @ 11th Ave.	9810

ND ACCOMMODATION OF UTILITIES: A State-City Agreement No. 7752
with Section 116, Title 23 USC and Paragraph 6d(1) of PPM 30-4.1
-3-2) was executed 2/10/83.

NOTE:
1) Project is in Congressional District No. 1 & 3.
2) Included in FY '84 AP in MSD FY '84 AE/TIP, final draft, dated 9/29/83, on page 7, no. 87.
3) Concept approved in 9/3/82 letter to FHWA from Director of ODOT.

1/07/87

JOB COST SUMMARY
L /SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUM
PAYROLL CHARGES ARE LOADED

EA	SUBJOB	ACTIVITY	OBJ-DETAIL	CREW NUMBER	MSA FIELD	
C09744	000		555	0521		DATA ENTRY
C09744	000		555	0521		
C09744	000		555			
C09744	000					
C09744	000	901	504	7363		BLUEPRINT
C09744	000	901	504	7363		
C09744	000	901	504			
C09744	000	901				
C09744	000	940	001	8214		MATERIALS TESTING
C09744	000	940	001	8214		
C09744	000	940	001	8221		
C09744	000	940	001	8221		
C09744	000	940	001			
C09744	000	940	551	1094		
C09744	000	940	551	1094		
C09744	000	940	551	8009		
C09744	000	940	551	8009		
C09744	000	940	551	8023		
C09744	000	940	551	8023		
C09744	000	940	551	8026		
C09744	000	940	551	8026		
C09744	000	940	551			
C09744	000	940				
C09744	000					
C09744	001		306	0521		ADMIN ON RETAINAGE
C09744	001		306	0521		
C09744	001		306	1000		
C09744	001		306	1000		
C09744	001		306			
C09744	001		349	1000		

JOB COST SUMMARY
L ./SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUMBER
PAYROLL CHARGES ARE LOADED

DETAIL	CREW NUMBER	MSA FIELD	CURRENT MONTH	BALANCE TO DATE	
	0521		.00	1.58	
	0521		.00	1.58	✓
			.00	1.58	
			.00	1.58	
BLUEPRINT	7363		.00	2.75	
	7363		.00	2.75	✓
			.00	2.75	
			.00	2.75	
MATERIALS TESTING	8214		.00	239.36	
	8214		.00	239.36	
	8221		.00	97.36	
	8221		.00	97.36	
			.00	336.72	
	1094		.00	73.00	
	1094		.00	73.00	✓
	8009		.00	20.00	
	8009		.00	20.00	
	8023		.00	20.00	
	8023		.00	20.00	
	8026		.00	20.00	
	8026		.00	20.00	
			.00	133.00	
			.00	469.72	
			.00	474.05	
ADMIN ON RETAINAGE	0521		.00	107.02	
	0521		.00	107.02	?
	1000		.00	140.00-	
	1000		.00	140.00-	
			.00	32.98-	
	1000		.00	986.30	

1/07/87

JOB COST SUMMARY
EA/SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NU
PAYROLL CHARGES ARE LOADED

EA	SUBJOB	ACTIVITY	OBJ-DETAIL		CREW NUMBER	MSA FIELD
C09744	001		349	INTEREST	1000	
C09744	001		349			
C09744	001					
C09744	001					
C09744	010	900	598	PROJ. MGR.	1093	
C09744	010	900	598	(CONST. ENGR)	1093	
C09744	010	900	598			
C09744	010	900				
C09744	010					
C09744	011		199	DATA PROCESSING	2100	
C09744	011		199		2100	
C09744	011		199			
C09744	011		300	PAYMENT TO CONTRACTOR LIQ. DAM.	2100	
C09744	011		300		2100	
C09744	011		300			
C09744	011		341	COOP PAYMENTS LOCAL GOV. CONST. ENGR	1010	
C09744	011		341		1010	
C09744	011		341			
C09744	011					
C09744	011	050	001	AUDIT	0500	
C09744	011	050	001		0500	
C09744	011	050	001			
C09744	011	050				
C09744	011	900	598	PROJ. MGR.	1093	
C09744	011	900	598		1093	
C09744	011	900	598			
C09744	011	900				
C09744	011					

JOB COST SUMMARY
EA/SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUMBER
PAYROLL CHARGES ARE LOADED

-DETAIL		CREW NUMBER	MSA FIELD	CURRENT MONTH	BALANCE TO DATE	
9	Interest	1000		.00	986.30	
9				.00	986.30	
				.00	953.32	
				.00	953.32	
8	Proj. Mgr.	1093		.00	6.84	
8		1093		.00	6.84	
8	(Const. Engr)			.00	6.84	✓
				.00	6.84	
				.00	6.84	
99	Data Processing	2100		.00	19.41	
99		2100		.00	19.41	✓
99				.00	19.41	
00	Payment to Contractor	2100		.00	14,625.00	
00	Liq. Dam.	2100		.00	14,625.00	✓
00				.00	14,625.00	
41	Coop Payments	1010		.00	947.81	City ✓
41	Local Gov.	1010		.00	947.81	
41	(Const. Engr			.00	947.81	
				.00	15,592.22	
01	Audit	0500		.00	221.62	
01		0500		.00	221.62	✓
01				.00	221.62	
				.00	221.62	
98	Proj. Mgr.	1093		.00	6.84-	
98		1093		.00	6.84-	Const Engr-
98				.00	6.84-	
				.00	6.84-	
				.00	15,807.00	

```
1/07/87                                    JOB COST SUMMARY
                              L /SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NU
                                   PAYROLL CHARGES ARE LOADED

                                                          CREW        MSA
          EA       SUBJOB   ACTIVITY   OBJ-DETAIL       NUMBER      FIELD

        C09744
```

```
           JOB COST SUMMARY                                                  PAGE      8
 /SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUMBER
      PAYROLL CHARGES ARE LOADED

            CREW        MSA             CURRENT               BALANCE TO
-DETAIL    NUMBER      FIELD             MONTH                   DATE

                                                 .00                    17,241.21
```

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION

STATE OF OREGON

DEPARTMENT OF TRANSPORTATION

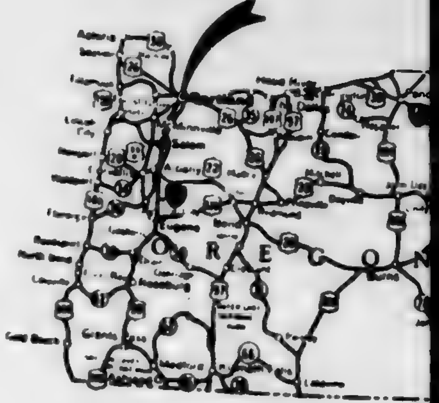
STATE HIGHWAY DIVISION

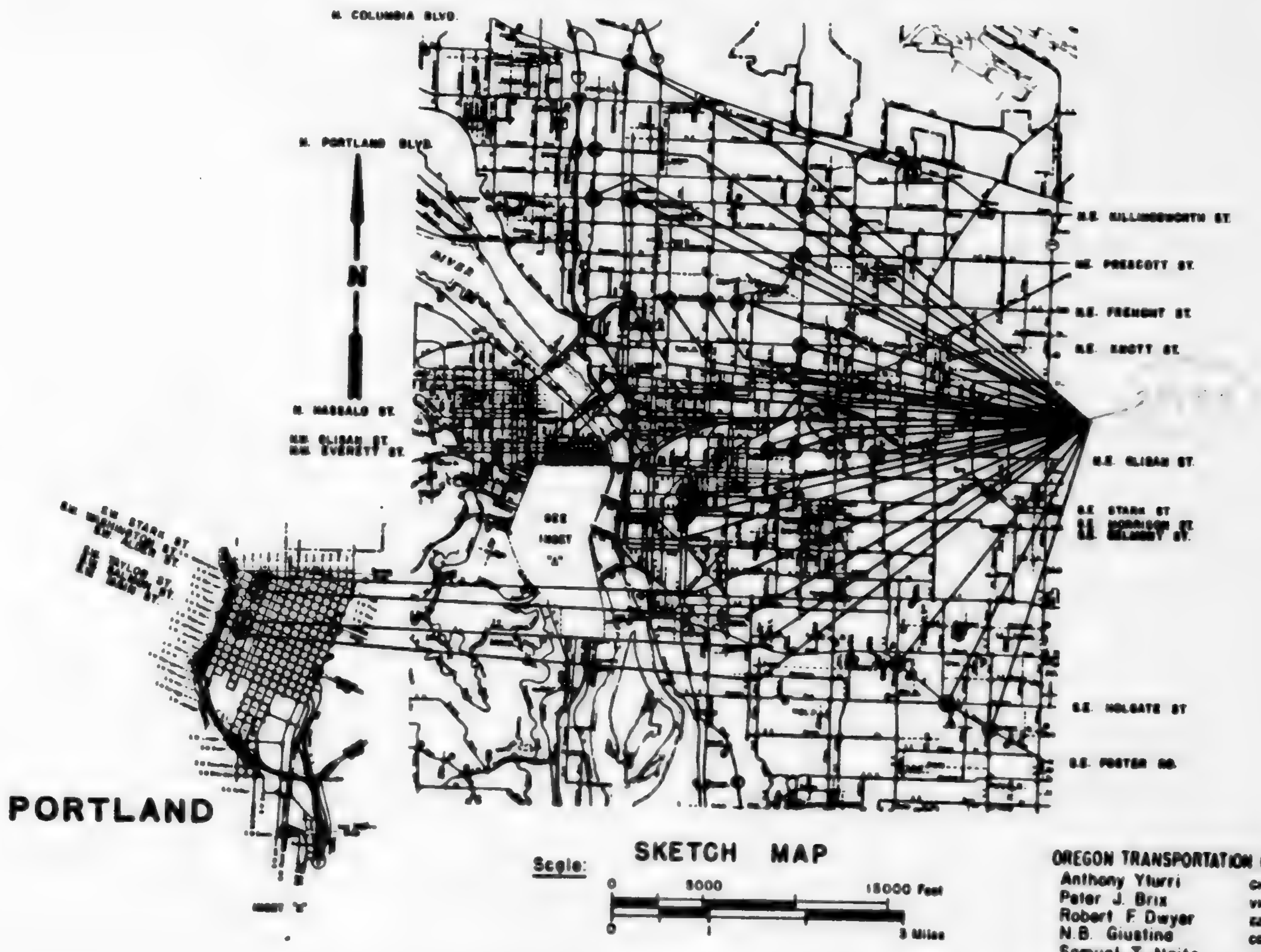
PLANS FOR PROPOSED PROJECT

PORTLAND SIGNAL REPLACEMENT PROJECT
VARIOUS CITY STREETS
MULTNOMAH COUNTY

PORTLAND SIGNAL REPLACEMENT PROJ
VARIOUS CITY STREETS
MULTNOMAH COUNTY

FED. ROAD DIV. No.	STATE	PROJECT NUMBER
10	OREGON	




N. COLUMBIA BLVD.
N. PORTLAND BLVD.
RIVER
N
N. HASSALO ST.
NW. GLISAN ST.
NW. EVERETT ST.
SW. STARK ST.
SW. WASHINGTON ST.
SW. ALDER ST.
SW. TAYLOR ST.
SW. SALMON ST.
SW. MAIN ST.
N.E. KILLINGSWORTH ST.
NE. PRESCOTT ST.
N.E. FREMONT ST.
N.E. KNOTT ST.
N.E. GLISAN ST.
S.E. STARK ST.
S.E. MORRISON ST.
S.E. BELMONT ST.
S.E. HOLGATE ST.
S.E. FOSTER RD.
SEE INSET "A"
INSET "A"

PORTLAND

SKETCH MAP

Scale: 0 — 5000 — 15000 Feet; 0 — 1 — 3 Miles

OREGON TRANSPORTATION COMMISSION

Anthony Yturri	CHAIRMAN
Peter J. Brix	VICE CHAIRMAN
Robert F. Dwyer	COMMISSIONER
N.B. Giustina	COMMISSIONER
Samuel T. Naito	COMMISSIONER
Fred D. Miller	DIRECTOR OF TRANSPORTATION

46

APPROVED:

Richard O. Schmidt
CITY ENGINEER

DATE 7/1/83

OREGON DEPARTMENT OF TRANSP
HIGHWAY DIVISION

H.S. Coulter — STATE HIGHWAY — DATE

E.S. Hunter — ASSISTANT STATE ENGINEER — DATE

DEPARTMENT OF TRANSPORTA
FEDERAL HIGHWAY ADMINISTRA

APPROVED:

FIELD OPERATIONS ENGINEER

T.E. Drwg. No. 86

INDEX OF SHEETS
DESCRIPTION

STATE OF OREGON

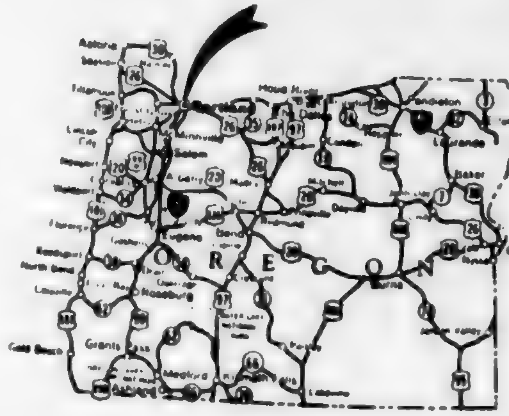
DEPARTMENT OF TRANSPORTATION

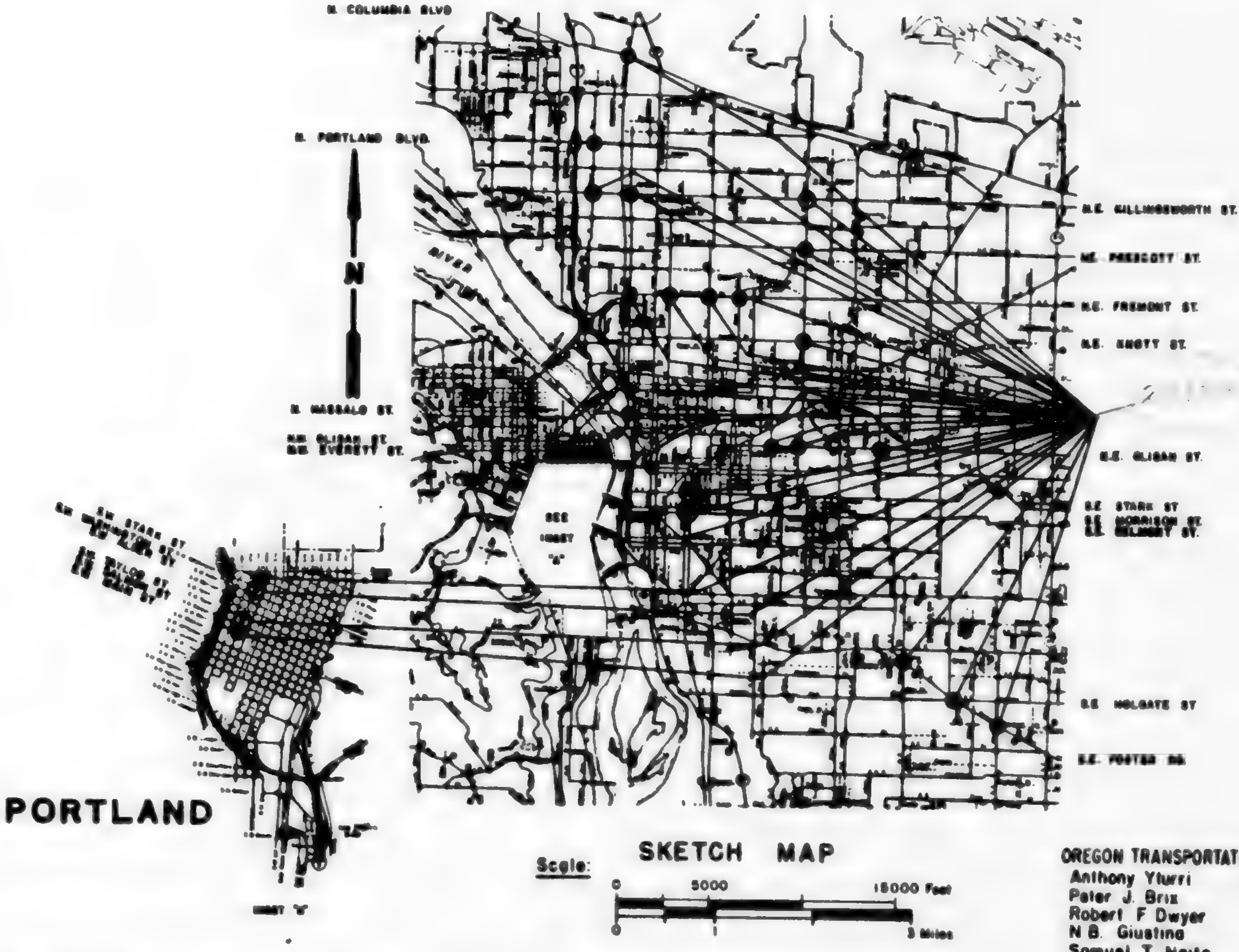
STATE HIGHWAY DIVISION

PLANS FOR PROPOSED PROJECT

PORTLAND SIGNAL REPLACEMENT PROJECT
VARIOUS CITY STREETS
MULTNOMAH COUNTY

PORTLAND SIGNAL REPLACEMENT PROJECT VARIOUS CITY STREETS MULTNOMAH COUNTY				SHEET No.
				1
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON			see index




N. COLUMBIA BLVD
N. PORTLAND BLVD.
N
N. MASSALO ST.
NW. GLISAN ST.
NW. EVERETT ST.
SW. STARK ST.
RIVER
N.E. KILLINGSWORTH ST.
N.E. PRESCOTT ST.
N.E. FREMONT ST.
N.E. KNOTT ST.
N.E. GLISAN ST.
S.E. STARK ST.
S.E. MORRISON ST.
S.E. BELMONT ST.
S.E. HOLGATE ST.
S.E. FOSTER RD.
SEE SHEET "2"
SHEET "3"
PORTLAND

SKETCH MAP

Scale: 0 — 5000 — 15000 Feet; 0 — 1 — 3 Miles

OREGON TRANSPORTATION COMMISSION

Anthony Yturri	CHAIRMAN
Peter J. Brix	VICE CHAIRMAN
Robert F. Dwyer	COMMISSIONER
N.B. Giustina	COMMISSIONER
Samuel T. Naito	COMMISSIONER
Fred D. Miller	DIRECTOR OF TRANSPORTATION

4b

APPROVED:

Richard O. Schmidt
CITY ENGINEER

DATE 7/1/83

REGISTERED PROFESSIONAL ENGINEER

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

H.S. Coulter — DATE ______ STATE HIGHWAY ENGINEER

E.S. Hunter — DATE ______ ASSISTANT STATE HIGHWAY ENGINEER

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED:

FIELD OPERATIONS ENGINEER ______ DATE ______

T.E. Drwg. No. 8616

Section Portland Signal Replacement Project
Highway Various City Streets Project Length N/A
County Multnomah 10-21-1 Completion Time 300 CD
Kind of Work Traffic Signal Installation Est. Comp. Date ~~10-31-84~~ Nov 30, 1984
Prefix 726-1940 Letting Date ~~Nov 17~~ Dec. 15, 1983 Project No. IX-000C(28)

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount . . . . $ 1,364,200.00

Anticipated Additional Items:

Royalty Payment		
Permit Fees		
Slide Correction		
Railroad Protective Costs		
Other Railroad Costs		
Permanent Signing		
Permanent Pavement Striping		
Temporary Pavement Striping		
Remove Pavement Striping (Exist. & Temp.)		
Temporary Erosion Control		
State Furnished		
Roadside Seeding & Mulching		$ 31,280.00
Asphalt Cement Adjustment		
On the Job Trainees ($0.80 x ____ hrs.)		
State Responsibility for Damages		
Signal Controller Testing	17,000	
"OPTICOM" Testing		
Bikeway Signs		
Bikeway Striping & Legend		
Connect & Test New Interconnect	10,200	
Inspection & Turn On	4,080	
Adjust Utilities:		
Subtotal		$ 1,395,480.00
Contingencies (4-1/2%)		62,796.60
Engineering ([✓ 8], 9, 10%)		111,638.40
Subtotal		$
Credit for		
Estimated Net Authorization, Construction		$ 1,569,915.00

APPROVED ll: Jon Rose

Road Design Engineer

10-24-83
100% Fed Funds
"G" Project
Notified F.A.
Q

Rec'd 10-21-83
Q
OK.

Rev. 11/81

SUMMARY—BID SCHEDULE

OREGON STATE HIGHWAY DIVISION

Section: Portland Signal Replacement Project

Co: Multnomah

Sheet 1 of 1

Kind of Work: Traffic Signal Installation

Length: N/A

Date: 10-20-83

Name: McGill

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	Temporary Protection and Direction of Traffic		Lump Sum	All	Lump Sum	30,000
	Temporary Signs		Sq. Ft.	900	6.00	5,400
	Flagmen		Hour	1,600	18.00	28,800
	Traffic Signal Installation, Complete		Lump Sum	All	Lump Sum	1,300,000

734-1736 (8-81)

7 7:11

OREGON STATE HIGHWAY DIVISION
120 DOT Building
Salem, Oregon 97310

10-17-83

Highway # 726
Multnomah Co.

Attention: Right-of-Way Section

Subject: Federal Aid Project No. IX-000C(25) Prefix 726-1940

Project Name Portland Signal Replacement @ 34 locations

Regarding the above referred to federal aid project, we hereby certify that to the best of our knowledge and belief:

A. Existing Right-of-Way

☒ 1. All construction can be accomplished completely within the existing right-of-way. This existing right-of-way was acquired prior to January 2, 1971.

B. New Right-of-Way

☐ 1. This project required additional right-of-way purchased after January 2, 1971. Right-of-way, easements, or rights-of-entry required for this project have been secured in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all incidental charges related to the transfer of property will be paid by the city in accordance with said Act.

☐ a. There has been no displacement of persons from residences, farms or businesses.

OR

☐ b. There has been displacement of persons from either residences, farms or businesses and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, displaced persons, businesses, or farm operations have been provided relocation payments, if eligible, and relocation assistance. Displaced individuals or families have been relocated to decent, safe and sanitary housing or have been offered decent, safe, sanitary and fair housing immediately available on the open market.

C. Utilities

☐ 1. The occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to federal aid project have been authorized by permit, franchise, or other approved procedure.

Signed at Portland, Oregon, this 17th day of Oct, 1983

City of Portland

Richard C. Apoer
~~Mayor~~ Asst. City Traffic Engr.

City Recorder

Certified By:

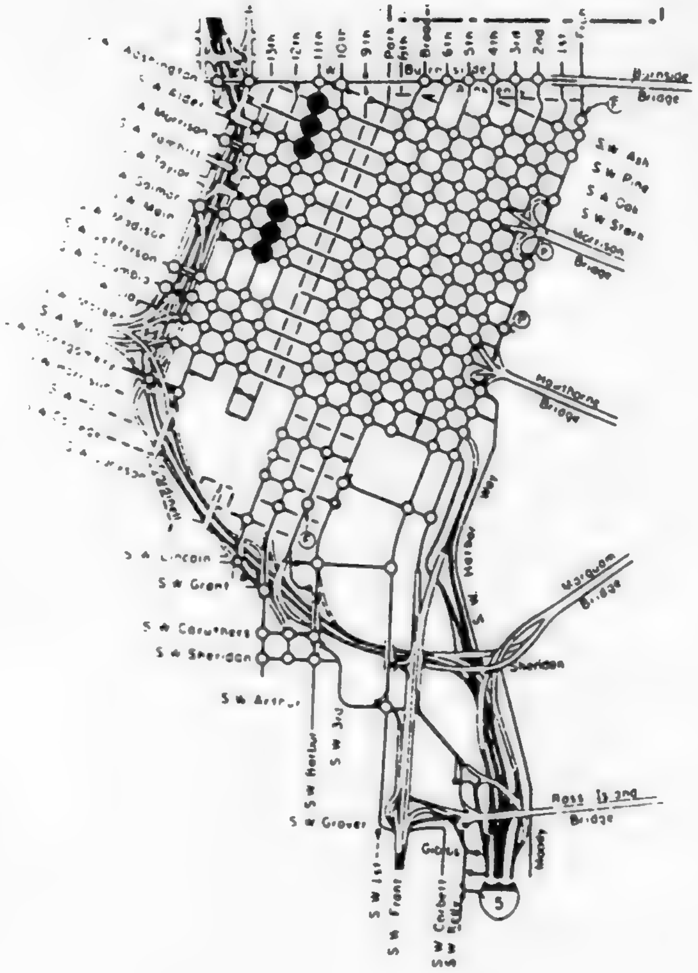
Regional Right-of-Way Supervisor
Date 11-9-83

Instructions: Complete A or B and C.
R/W File No. ________
Rev. 1/81

CITY OF PORTLAND BUDGET DIVISION

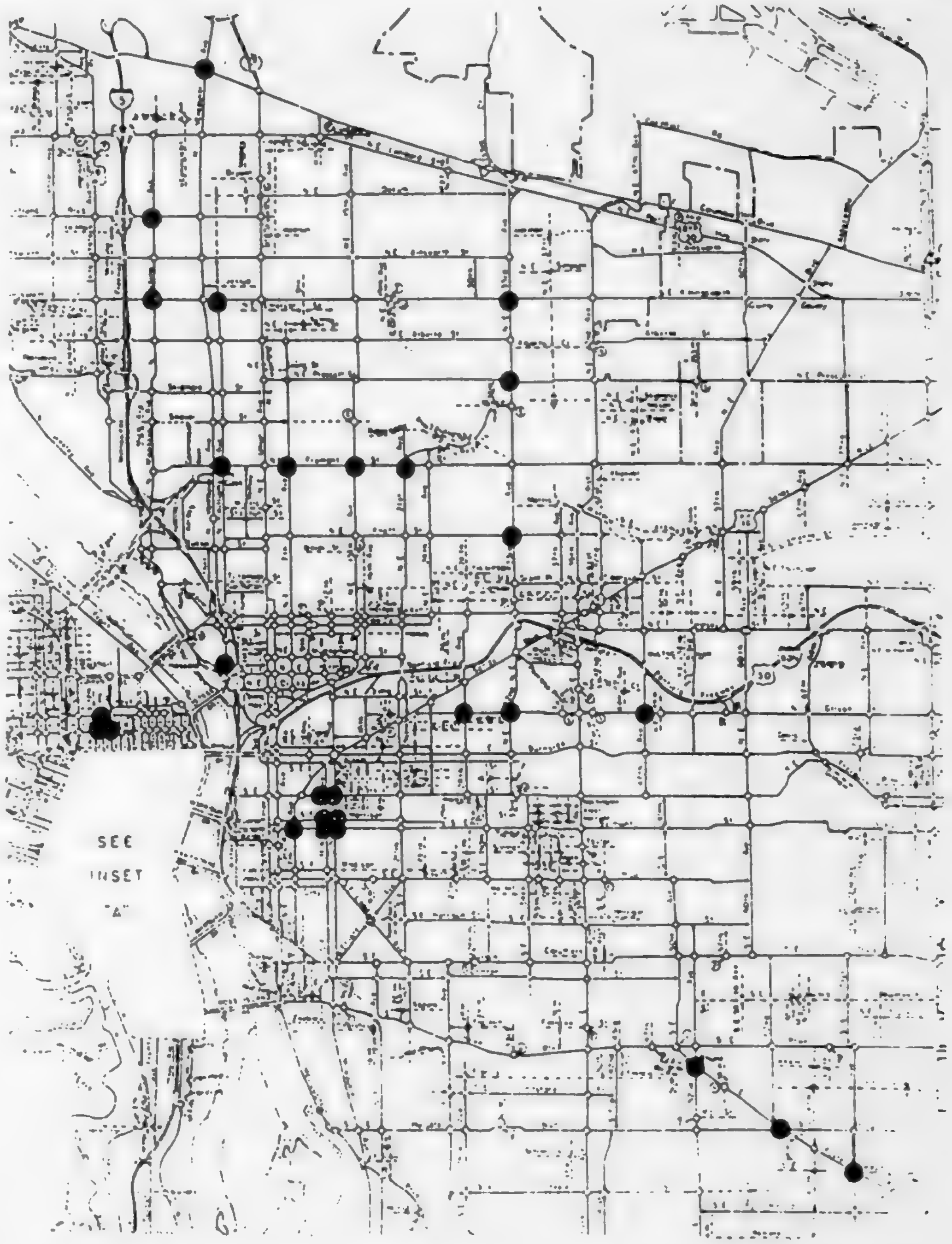
CB-4

1.APPROPRIATION UNIT TRAFFIC ENGINEERING	2.PROJECT TITLE 1982-83 SIGNAL REPLACEMENTS	3.PROJECT NO.



Burnside Bridge
S W Ash
S W Pine
S W Oak
S W Stark
Morrison Bridge
Hawthorne Bridge
Marquam Bridge
Sheridan
Ross Island Bridge
S W Lincoln
S W Grant
S W Caruthers
S W Sheridan
S W Arthur
S W Harbor
S W 3rd
S W Grover
S W 1st
S W Front
S W Corbett
5

INSET "A"



SEE INSET "A"
5

*USE SCALE SUFFICIENT TO INSURE CLARITY

PROJECT LOCATION MAP

1982 - 83

SIGNAL REPLACEMENT

1. N. Albina & Killingsworth
   N. Albina & Portland Blvd.
   N. Vancouver & Columbia
   N. Williams & Hassalo
   N. Williams & Fremont
   N. Williams & Killingsworth
   S.E. Foster & 52nd
   S.E. Foster & 63rd
   S.E. Foster & 72nd
   S.E. Belmont & 7th
   S.E. Belmont & 11th
   S.E. Belmont & 12th
   S.E. Stark & 11th
   S.E. Stark & 12th
   S.E. Morrison & 11th
   S.E. Morrison & 12th
   N.E. Fremont & 7th
   N.E. Fremont & 15th
   N.E. Fremont & 21st
   N.E. 33rd & Knott
   N.E. 33rd & Prescott
   N.E. 33rd & Killingsworth
   N.E. Glisan & 28th
   N.E. Glisan & 32nd
   N.E. Glisan & 47th
   S.W. 11th & Stark
   S.W. 11th & Washington
   S.W. 11th & Alder
   S.W. 11th & Taylor
   S.W. 11th & Salmon
   S.W. 11th & Main
   N.W. 10th & Everett
   N.W. 11th & Everett
   N.W. 11th & Glisan

9744

CITY OF
PORTLAND, OREGON
OFFICE OF CITY AUDITOR

Jewel Lansing, City Auditor
Contracts/Disbursements Division
Doris Harmon, Supervisor
1220 S.W. 5th, Rm. 202
Portland, Oregon 97204
(503) 248-4022

METRO BRANCH
PROGRAM MANAGEMENT UNIT
JAN 28 REC'D

January 26, 1983

Jon Rose
Regional Federal Aid Engineer
Oregon State Dept. of Transportation
5821 N.E. Glisan Street
Portland, Oregon 97213

Dear Mr. Rose:

Enclosed are four copies of agreement for finance, design, construction and maintenance of 34 signal replacements as authorized by Ordinance No. 154156.

Will you please have the proper officials (or persons) sign all four copies of the agreement which have already been executed by the City of Portland officials, and return two copies to the Auditor, Room 202, City Hall, Portland, 97204.

Your prompt attention to this matter will be appreciated.

Yours very truly,

Doris Harmon
Deputy Auditor

From Metro JON ROSE
Date 2-2-83
To BOB SWAN
[✓ Proj. Mgmt.] Traffic Region I Accounting
Comment: Here are 4 copies of the subject agreement, signed by City officials and approved by the Metro Region Engineer. Please forward for further processing.
Jon Rose

PROGRAM [illegible]
2 1983
[illegible] FA LG.

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration
Salem, Oregon 97301

OREGON DEPT. OF TRANSPORTATION-HIGHWAY DIVISION
ADDENDUM TO LOCATION PROSPECTUS AND
REQUEST FOR FEDERAL AID
PRELIMINARY ENGINEERING AUTHORIZATION

PROJECT LOCATION	APPN CODE	ITEM NO.	PROJECT NO.	ROUTE NO. FED.U	ROUTE NO. STATE
St, City of Portland "Portland Signal Replacement @ 34 loc."	580	20133	IX-000C(25)	Var.	Streets

Access Control N/A Parking Restrictions N/A System Revision None

Airports (within 2 Mi.) None ROW N/A

Water Development None Recreation & Historical Areas None

Multnomah (051) (I-505 transfer)

* FHPM 4-1-4 paragraph 5e

A-95 Review:

State Cl. Ho.......... Exempt X* Date Approved ______

Dist. 2 Cl. Ho. ..... Exempt ___ ~~Date~~ Approved in MSD TIP No Reply ___

Project Environmental ~~Assessment~~ Actions: FHWA Concurrence Dated 2/25/80 (statewide)

1-EIS ___ 2-Categorical Exclusion X 3-Draft Assessment & FONSI ___

Notes: (1) Project in Congressional District 1 & 3

(2) Included in MSD FY 82 AE/TIP on page 30, No. 11.

I request authorization to proceed with the PRELIMINARY ENGINEERING work checked below:

X All Phases
___ All Phases thru Final Envir. Document
___ Incl. Archeological Salvage
X " Util. Preparatory Work
___ " R.R. Preparatory Work

Est. Proj. Cost:

TEC NTE	$64,500
85% FF	$54,825
9% STATE	$ 5,805
6% CITY	$ 3,870

For PR-37:
Field Phase $ ___
PS&E Phase $ ___

REMARKS: (1) Attached is a copy of "Authority for Survey," project map and list of intersections.
(2) Concept approved in September 3, 1982 letter to you from Director of ODOT.

JLG:lb

DATE	SIGNATURE OF REQUESTING OFFICIAL	TITLE
9-8-82	D. E. Swan, P.E.	Program Control Engineer

xc: Gary Zehner

6

77-11

1X-000C(25)

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE

PREFIX

1 - IDENTIFICATION

PROJECT NAME Portland Signal Replacements at 34 Locations	
HIGHWAY NAME Various FAU Routes	HIGHWAY NUMBER N/A

REGION Metro	ADMINISTRATIVE DISTRICT 2B	COUNTY Multnomah	CITY Portland
LENGTH N/A	MILEPOST NUMBER TO	☐ RURAL	☒ URBAN

LOCAL GOVERNMENT PROJECT? ☒ YES ☐ NO

IF YES, UNIT OF GOVERNMENT: City of Portland

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER FAIX (I-505 Transfer)

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☐ GRADING ☐ PAVING ☐ STRUCTURE ☐ SIGN ☒ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Replace the existing signal equipment at 34 locations in the city of Portland:

- N. Albina & Killingsworth
- N. Albina & Ainsworth
- N. Albina & Portland Blvd.
- N. Vancouver & Columbia
- N. Williams & Hassalo
- N. Williams & Fremont
- N. Williams & Shaver
- N. Williams & Skidmore
- N. Williams & Alberta
- N. Williams & Killingsworth
- N. Mississippi & Russell
- N. Mississippi & Fremont
- N. Mississippi & Shaver
- N. Mississippi & Skidmore
- S.E. Foster & 52nd
- S.E. Foster & 63rd
- S.E. Foster & 67th
- S.E. Foster & 72nd
- N.E. Fremont & 7th
- N.E. Fremont & 15th
- N.E. Fremont & 21st
- N.E. Fremont & 24th
- N.E. 33rd & Knott
- N.E. 33rd & Prescott
- N.E. 33rd & Killingsworth
- S.W. 11th & Stark
- S.W. 11th & Washington
- S.W. 11th & Taylor
- S.W. 11th & Alder
- S.W. 11th & Salmon
- S.W. 11th & Main
- N.W. 10th & Everett
- N.W. 11th & Everett
- N.W. 11th & Glisan

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME) Varies	PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME)

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	☐	☐	☐	☐	☐	☐
PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH) Varies	DESIGN STANDARDS MUTCD	TRAFFIC ANALYSIS ☐ LIGHT ☐ MEDIUM ☐ HEAVY

APPROVED

Location Engineer

Date 8/25/82

FORM 734-1730 (12-78) Page 1

6

3 - FEATURES

	EXISTIN NUMBER AND WIDTH	PF OSED NUMBER AND WIDTH
TRAVEL LANES	Varies	No changes to existing roadways
SHOULDERS		
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS		
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE		YES	NO	MAYBE
Channelization	☐	☒	☐	Right of Way (cont.) Improvements	☐	☒	☐
Frontage Roads	☐	☒	☐	Access Control	☐	☒	☐
Traffic Signals	☒	☐	☐	Railroad Crossing	☐	☒	☐
Signing	☐	☒	☐	At Grade	☐	☒	☐
Illumination	☐	☒	☐	Separated	☐	☒	☐
Structures	☐	☒	☐	Railroad Encroachment	☐	☒	☐
Stage Construction	☐	☒	☐	Permits	☐	☒	☐
Pedestrian Crossing	☐	☒	☐	Conditional Use	☐	☒	☐
Rest Area	☐	☒	☐	Flood Plain	☐	☒	☐
Truck Scale Site	☐	☒	☐	Irrigation District	☐	☒	☐
Landscaping	☐	☒	☐	Water District	☐	☒	☐
Drainage	☐	☒	☐	Drainage District	☐	☒	☐
River ____________	☐	☒	☐	Div. of State Lands	☐	☒	☐
Stream ____________	☐	☒	☐	Dept. of Geology & Min. Ind.	☐	☒	☐
Storm Sewer	☐	☒	☐	Corps of Engineers	☐	☒	☐
Sanitary Sewer	☐	☒	☐	Coast Guard	☐	☒	☐
Right of Way	☐	☒	☐	DEQ NPS Air Pollution	☐	☒	☐
Simple Acquisition	☐	☒	☐	DEQ NPS Water Pollution	☐	☒	☐
Complex Acquisition	☐	☒	☐	Building	☐	☒	☐
Relocations	☐	☒	☐	Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	Y	NO	MAYBE
Agreements (City-County Etc.)	☒	☐	☐
ironmental Assessment	☐	☒	☐
Statewide Assessment	☒	☐	☐
Negative Declaration	☐	☒	☐
Environmental Impact Statement	☐	☒	☐
4-F Statement	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐
Public Hearing ____________	☐	☒	☐
Borrow Source	☐	☒	☐
Material Source	☐	☒	☐
Utilities	☒	☐	☐

Type Electrical

	YES	NO	MAYBE
Hydraulics Study	☐	☒	☐
Soils Investigation	☐	☒	☐
Airport Clearance	☐	☒	☐
Economic Analysis	☐	☒	☐
Requires Field Survey	☒	☐	☐
Old Survey Available	☒	☐	☐
Requires Vicinity Map	☒	☐	☐
Requires Photogrammetry	☐	☒	☐
Requires Reconnaissance Survey	☐	☒	☐
Reconnaissance Available	☐	☒	☐
Design Review	☐	☒	☐

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☒	☐	☐
RIGHT-OF-WAY N/A	☐	☐	☐
CONSTRUCTION ENGINEERING	☒	☐	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	( )	12
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	1

RECOMMENDED CONSTRUCTION DATE ____________ (Region) ____________ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

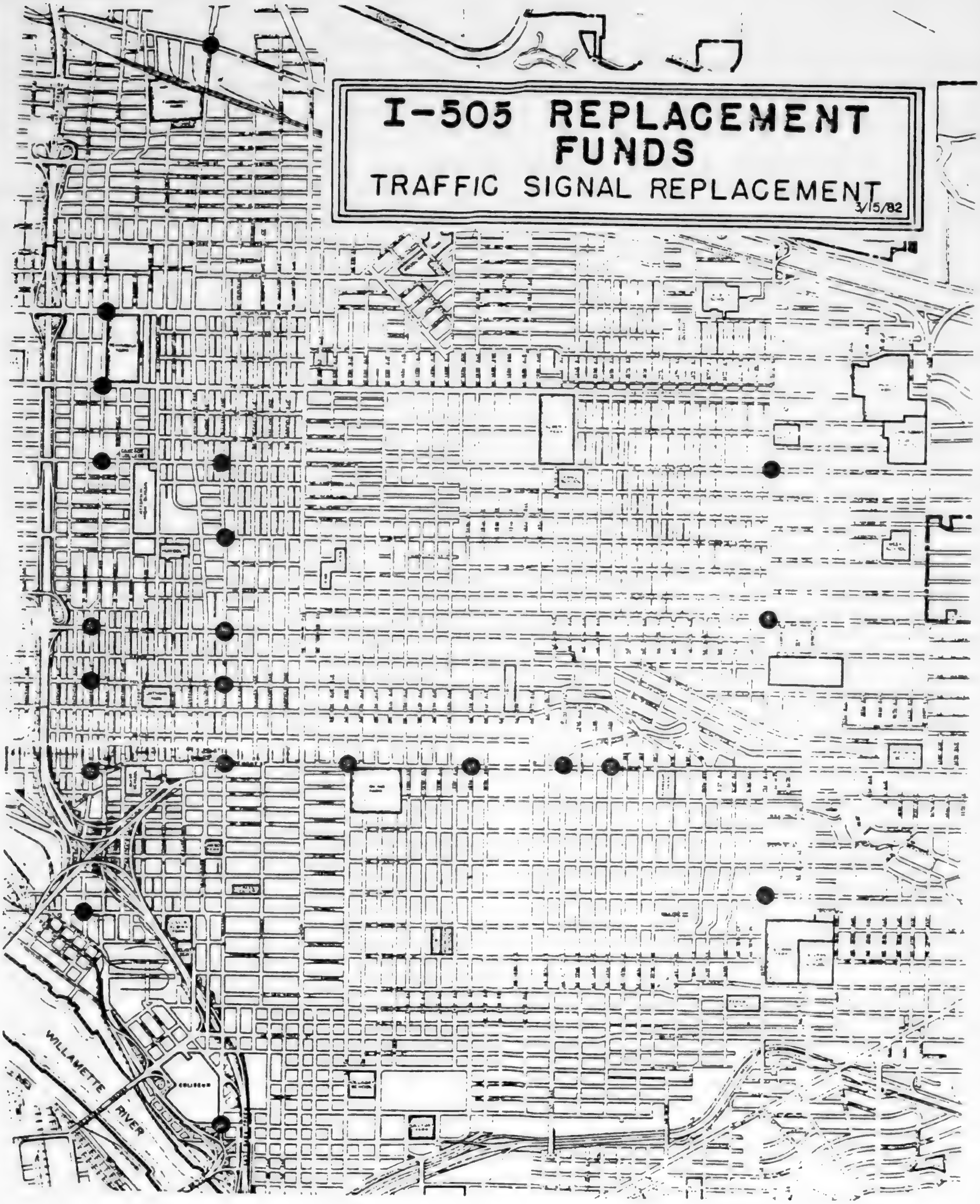
	REGION	SALEM
PRELIMINARY ENGINEERING	64,500	
RIGHT OF WAY		
TRAFFIC CONTROL (34 signal replacements)	1,528,800	
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		
OTHER ______		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	1,593,300	

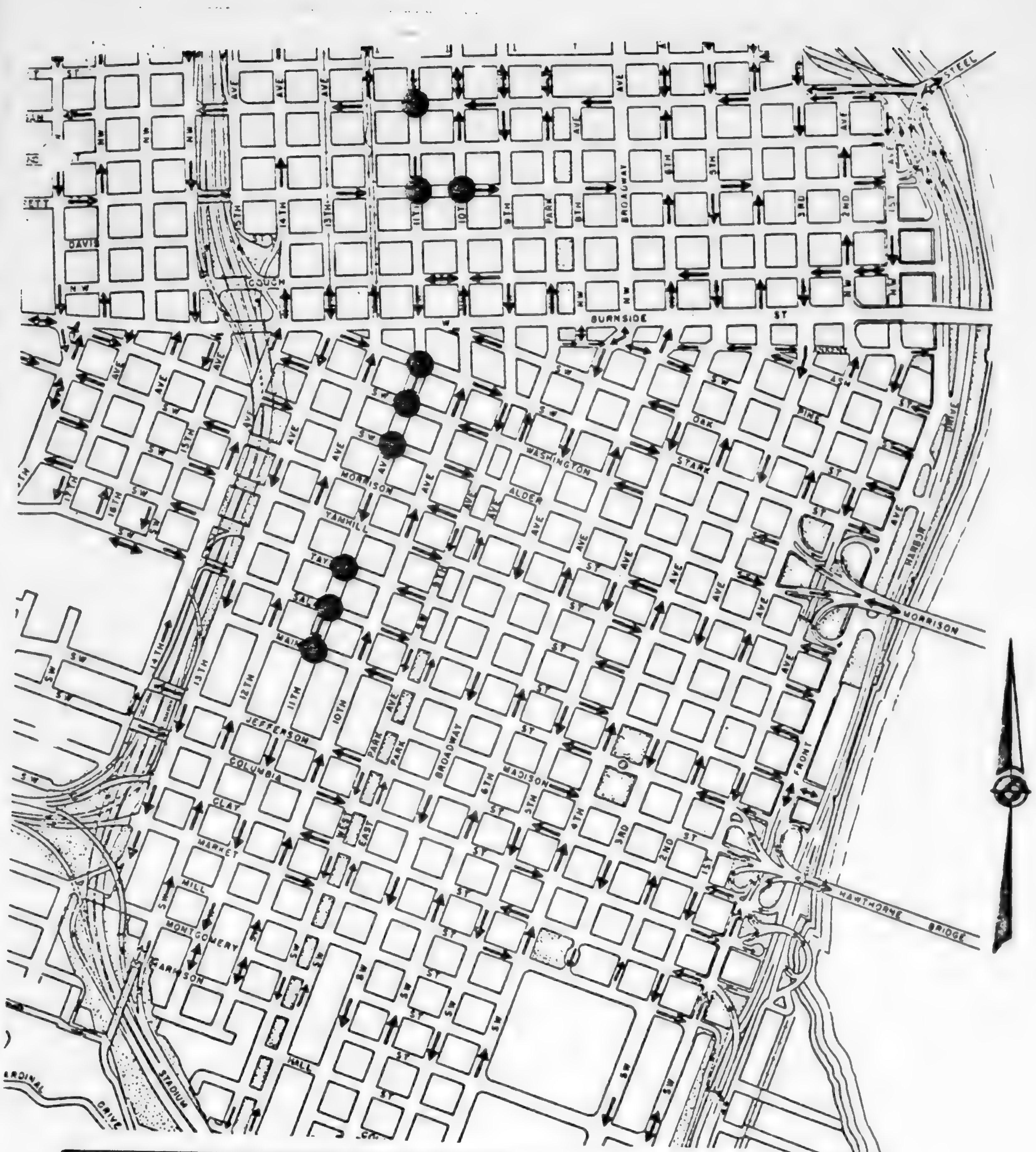
SUBMITTED BY ______________________

I-505 REPLACEMENT FUNDS

TRAFFIC SIGNAL REPLACEMENT

3/15/82


WILLAMETTE RIVER


STEEL
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1ST
AVE
SW
ASH
PINE
OAK
STARK
WASHINGTON
MORRISON
ALDER
YAMHILL
TAYLOR
SALMON
MAIN
12TH
JEFFERSON
COLUMBIA
CLAY
MARKET
MILL
MONTGOMERY
HARRISON
HALL
MADISON
PARK
BROADWAY
6TH
5TH
4TH
3RD
2ND
1ST
FRONT
HARBOR DRIVE
MORRISON
HAWTHORNE BRIDGE
STADIUM
CARDINAL DRIVE
CARUTHERS
MARQUAM

I-505 REPLACEMENT FUNDS

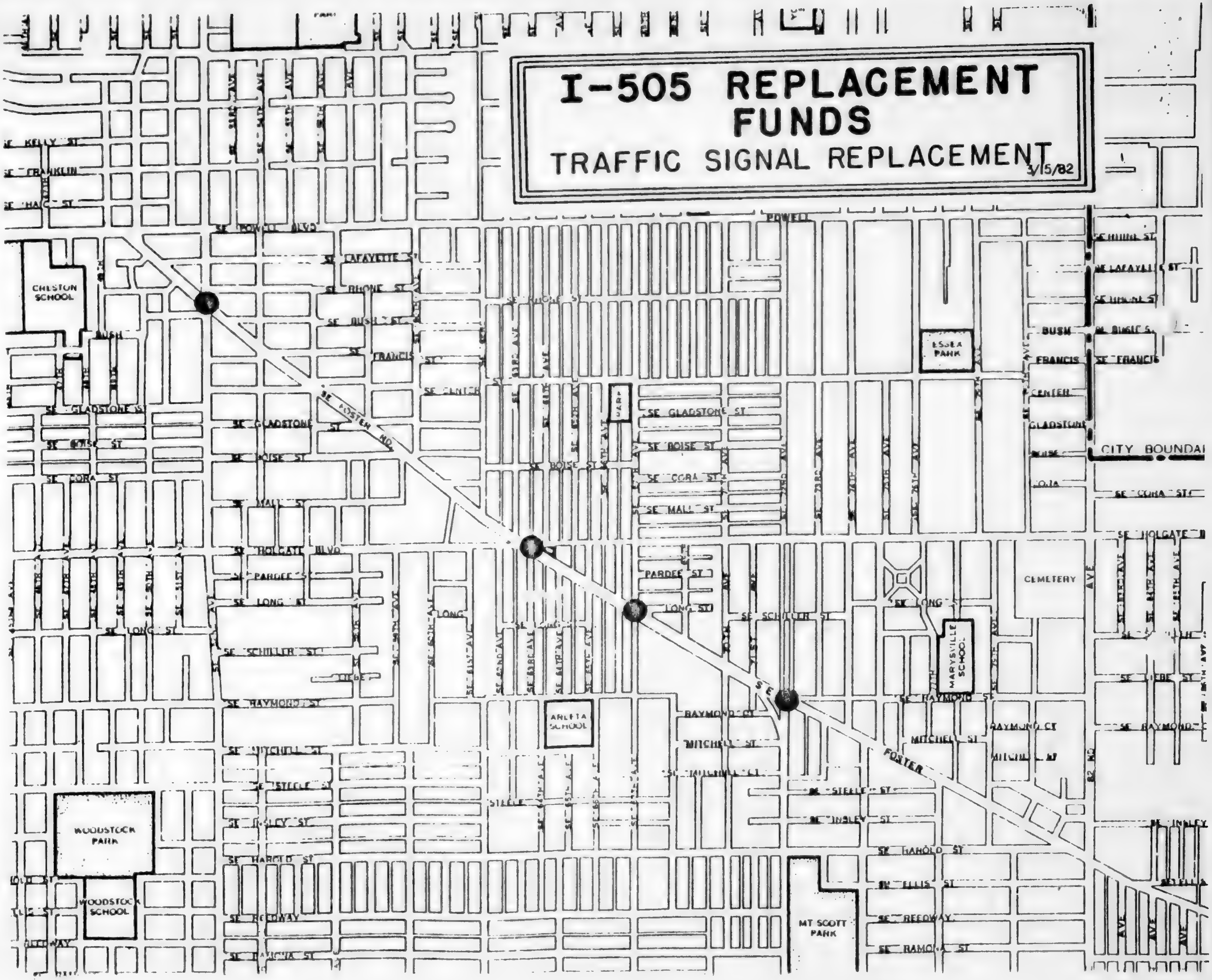
TRAFFIC SIGNAL REPLACEMENT

3/15/82

I-505 REPLACEMENT FUNDS

TRAFFIC SIGNAL REPLACEMENT

3/15/82



SE POWELL BLVD
POWELL
CITY BOUNDARY
SE FOSTER RD
SE FOSTER
CRESTON SCHOOL
ESSEX PARK
CEMETERY
MARYSVILLE SCHOOL
ARLETA SCHOOL
WOODSTOCK PARK
WOODSTOCK SCHOOL
MT SCOTT PARK
SE KELLY ST
SE FRANKLIN
SE HAIG ST
SE LAFAYETTE ST
SE RHONE ST
SE BUSH ST
BUSH
FRANCIS
SE FRANCIS
SE CENTER
CENTER
SE GLADSTONE ST
GLADSTONE
SE BOISE ST
BOISE
SE CORA ST
SE MALL ST
SE HOLGATE BLVD
SE PARDEE ST
SE LONG ST
SE SCHILLER ST
LIEBE
SE LIEBE ST
SE RAYMOND ST
RAYMOND CT
SE MITCHELL ST
MITCHELL CT
SE STEELE ST
STEELE
SE INSLEY ST
SE HAROLD ST
SE ELLIS ST
SE REEDWAY
SE RAMONA ST
82ND AVE

[illegible]

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
ACC

TO: H. S. Coulter
State Highway Engineer

DATE: August 9, 1982

FROM: Robert N. Bothman
Assistant State Highway Engineer

SUBJECT: Proposed Interstate Transfer Project

The City of Portland is requesting approval of a traffic signal replacement project that is not included in the approved Six Year Highway Improvement Program. The proposed project will replace existing signal equipment at 34 locations throughout the City. City will perform the bulk of preliminary and construction engineering. This is a FAU replacement project and will be financed with I-505 Interstate Transfer funds at 85 percent with State providing 9 percent and City 6 percent in match funds. In Summary:

Jurisdiction	Section	Total Est. Cost	Federal Funds	State Share	City Share
Portland	Traffic Signal Replacement at 34 Locations	$1,593,300	$1,354,300	$143,400	$95,600

Metro Region and this office investigated the proposed project confirming its validity and financing utilizing Interstate Transfer funds withdrawn from the I-505 Freeway. I recommend your approval and request you authorize this project under delegated authority.

APPROVED BY:

R. N. BOTHMAN

State Highway Engineer

Date 8-10-82

GEZ:pf

D. E. Swan - Please Program & Update PMS.

cc w/Attachments:

- R. N. Bothman
- D. H. Moehring
- G. Bell
- L. E. George
- G. Potter
- F. E. Terpin
- W. J. Hart
- J. B. Boyd
- R. Trygstad
- Lyle Watson
- J. Sullivan
- Ed Johnson - Lab
- F. Lowe
- Metro:
  - E. L. Hardt
  - T. Spence
  - J. Rose
  - L. Grothaus

C&A #7751

Agreement draft to typist 9-15-82.

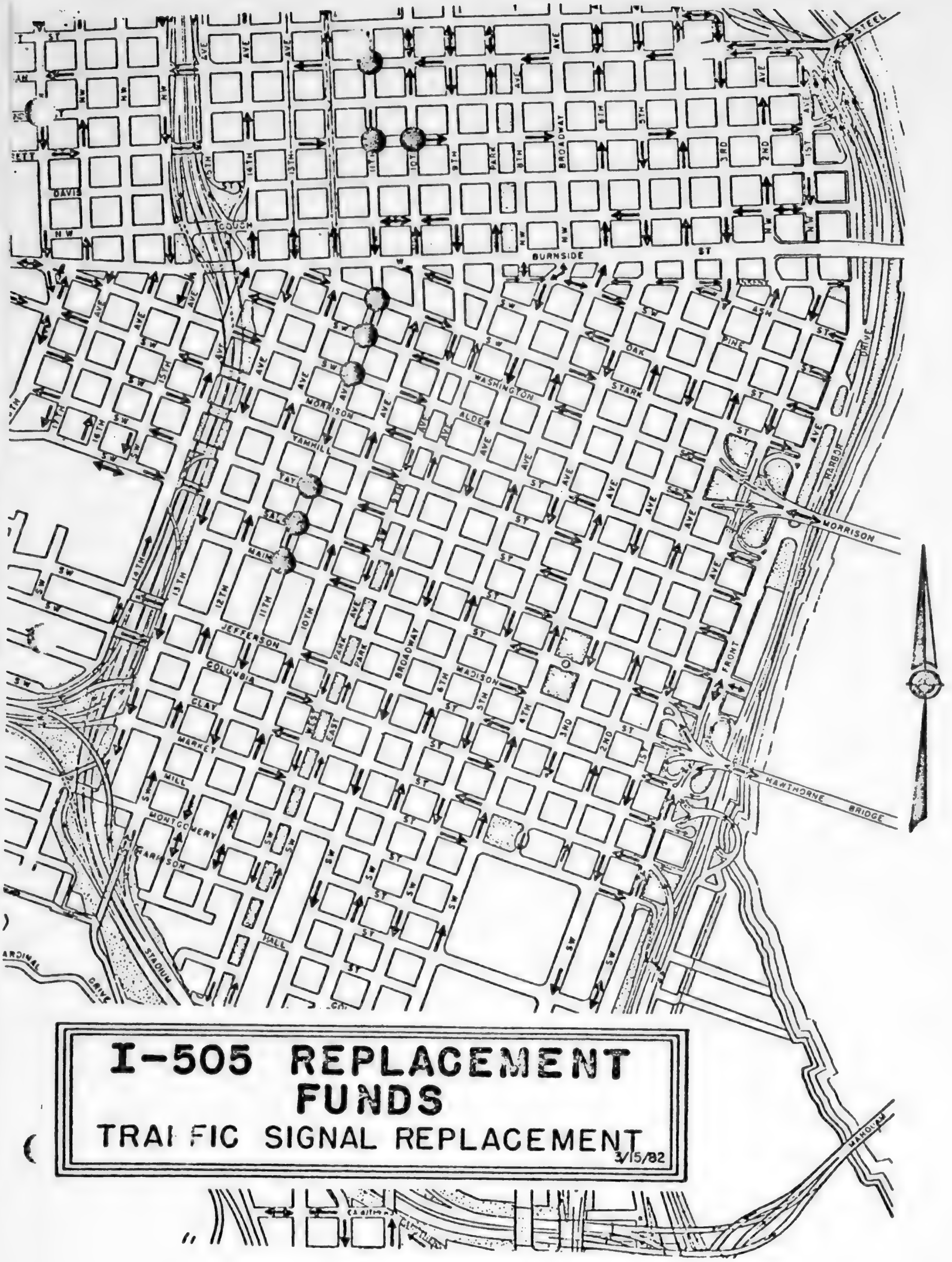
~~4 hours~~

~~No prefix yet.~~

RECEIVED
ASST STATE HWY ENGR
AUG 11 '82
REFER TO
FOR

Info	Inves	K/D	D/R	Sign	Act	File

tains
cled
rials
5-1387


BURNSIDE ST
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MONTGOMERY
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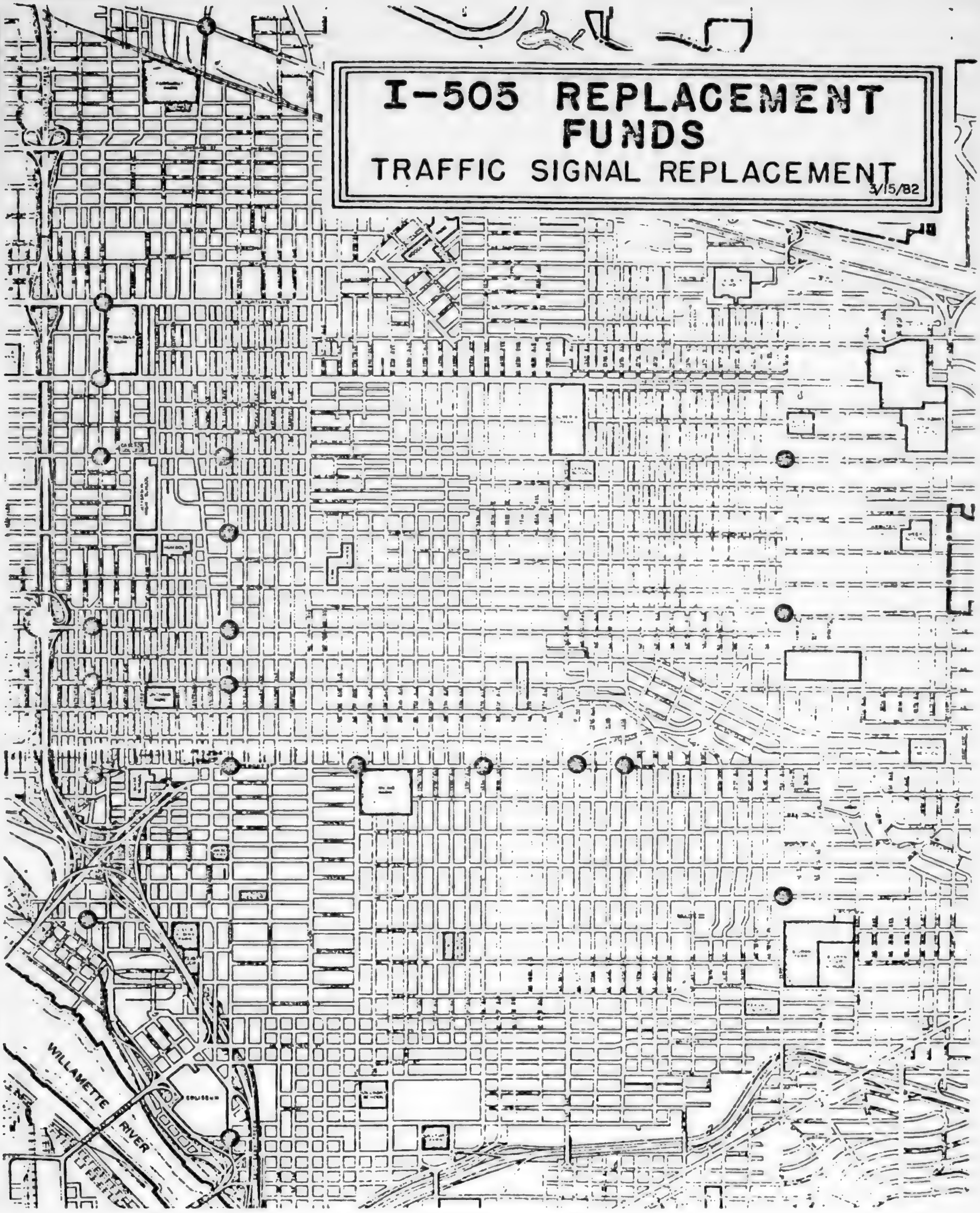
MADISON
FRONT
HARBOR DRIVE
MORRISON
HAWTHORNE BRIDGE
STADIUM
CARDINAL DRIVE

I-505 REPLACEMENT FUNDS

TRAFFIC SIGNAL REPLACEMENT

3/15/82



I-505 REPLACEMENT FUNDS

TRAFFIC SIGNAL REPLACEMENT

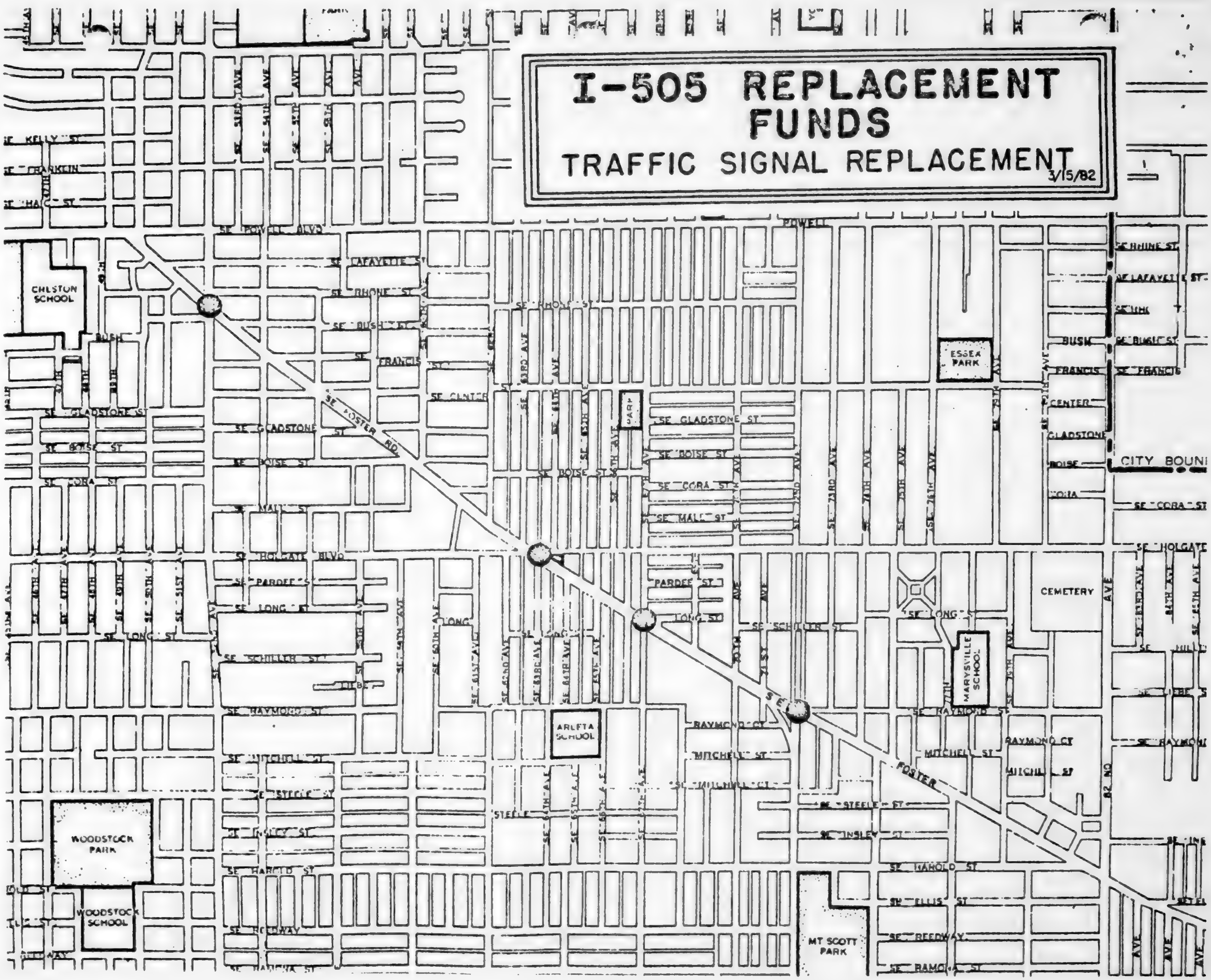
3/15/82

WILLAMETTE RIVER

I-505 REPLACEMENT FUNDS

TRAFFIC SIGNAL REPLACEMENT

3/15/82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SE KELLY ST
SE FRANKLIN
SE HAIG ST
CHESTON SCHOOL
SE LAFAYETTE ST
SE RHONE ST
SE BUSH ST
BUSH
SE FRANCIS ST
SE CENTER
SE GLADSTONE ST
SE GLADSTONE
SE BOISE ST
SE CORA ST
SE MALL ST
SE HOLGATE BLVD
SE PARDEE ST
PARDEE ST
SE LONG ST
LONG ST
SE SCHILLER ST
LIEBE
SE RAYMOND ST
RAYMOND CT
SE MITCHELL ST
MITCHELL ST
SE MITCHELL CT
SE STEELE ST
STEELE
SE INSLEY ST
SE HAROLD ST
SE ELLIS ST
SE REEDWAY
SE RAMONA ST
SE FOSTER RD
SE FOSTER
WOODSTOCK PARK
WOODSTOCK SCHOOL
ARLETA SCHOOL
ESSEX PARK
PARK
MARYSVILLE SCHOOL
CEMETERY
MT SCOTT PARK
CITY BOUNDARY
SE 52ND AVE
SE 53RD AVE
SE 54TH AVE
SE 59TH AVE
SE 60TH AVE
SE 61ST AVE
SE 62ND AVE
SE 63RD AVE
SE 64TH AVE
SE 65TH AVE
SE 72ND AVE
SE 73RD AVE
SE 74TH AVE
SE 75TH AVE
SE 76TH AVE
SE 79TH AVE
SE 82ND AVE
SE 84TH AVE
SE 85TH AVE
SE RHINE ST
SE HOLGATE
SE RAYMOND

1741

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: August 2, 1982

File No: 10107

TO: F. E. TERPIN
Location Engineer

FROM: T. A. SPENCE Spence
Plan & Program Manager

SUBJECT: Portland Signal Replacement at 34 Locations
City of Portland
Multnomah County

Here is our programming packet for a signal replacement project in the City of Portland. Included are a Project Request, Authority for Survey, Location Prospectus, and an agreement information sheet.

This is a FAU replacement project funded by the I-505 Transfer. The 15 percent local match will be divided with the State paying nine percent and the City of Portland paying six percent.

This project is included in the October 1981 MSD TIP under the Traffic Signal Replacement category on page 30. Preliminary engineering for this project is included in the anticipated obligations in the MSD approved FY 1982 Interstate Transfer allocation. However, the amount approved by MSD is less than needed to cover the current estimate for preliminary engineering. The City has asked us to adjust their allocation to allow enough money for preliminary engineering.

This project is not included in the current Six Year Highway Improvement Program.

The Metro Environmental Unit has classified this project under the provisions of the Statewide Categorical Exclusion. There is no waterway involvement.

Please request Oregon Transportation Commission and FHWA approval of this project and obligation of $64,500 TEC at this time for preliminary engineering.

hw

Attachment

cc: Ed Hardt
Jon Rose
Robin Brooks
Metro Project Development Units
Pat O'Brien

cc. GIFFORD 8-4-82
TERPIN
Zehner

RECEIVED
AUG 03 1982
LOCATION
SECTION

TO TYPE
8-9-82
G

Form E-39 (Rev. 9-71)

9744

(PSR0001)

Planning File No. 10107

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section Portland Signal Replacements @ 34 Locations

Highway Various FAU Routes FAU 0000

County Multnomah #26

Date August 2, 1982

Authorization No. 1

Survey Prefix 726-1940 (Assigned by Salem office)

Description of termini, route, length, etc.:

FAU routes throughout the city of Portland

Proposed: Replace existing traffic signals at 34 locations throughout the city of Portland to conform with the MUTCD.

Field Survey	(901)	2,000
Citizen Participation	(902)	
City or County	(903)	45,000
Consultant	(904)	
Final Design	(905)	700
Bridge Design	(906)	
Preliminary Design	(907)	
R/W Description	(909)	
Soils & Geology	(910)	
Traffic	(911)	12,000
Landscape	(912)	
Liaison R/W	(913)	
Utility	(914)	100
Final Audit	(915)	
Photogrammetry	(916)	
Location Studies	(918)	
Engineering Graphics	(919)	
Office Engineer	(920)	200
Specifications	(921)	2,000
Administrative Services	(922)	200
Environmental	(923)	300
Foundation Exploration	(926)	
Seminars	(950)	
Personal Leave	(960)	
Hearings	(980)	
Equal Opportunity	(985)	
Advisory Committee	(986)	
Region Traffic	(936)	2,000

Purpose of survey:

City of Portland to perform survey, prepare plans, specifications, and cost estimate. State to monitor PE, review plans, prepare title sheet, and award contract.

1X-000C(25)
9-14-82

Estimate of cost: $1,528,800 (construction)
Funding: FAIX (I-505 Transfer)
Class II Statewide Categorical Exclusion

approved by Hwy Eng'r 8-10-82 1,593,300 FAIX

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

RECEIVED
SEP 27 1982
LOCATION SECTION

Total estimated cost of survey	$64,500
Previous authorization	
Additional authorization requested	
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:

Carter H. Duval
C.H. DUVAL, Location Manager

Recommended for Approval:

J.D. MCCLURE, Project Development Manager

Recommended for Approval:
Frank E. Perpin
Location Engineer

Approved:
Assistant State Highway Engineer

SP 22404-734

9
MH

9744

NOTE: SHADED AREAS
TO BE COMPLETED
IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE 7/30/82

PREFIX

1 - IDENTIFICATION

PROJECT NAME: Portland Signal Replacements at 34 Locations

HIGHWAY NAME: Various FAU Routes

HIGHWAY NUMBER: N/A

REGION: Metro

ADMINISTRATIVE DISTRICT: 2B

COUNTY: Multnomah

CITY: Portland

LENGTH: N/A

MILEPOST NUMBER TO

☐ RURAL ☒ URBAN

LOCAL GOVERNMENT PROJECT? ☒ YES ☐ NO

IF YES, UNIT OF GOVERNMENT: City of Portland

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☐ STATE ☐ FAUS ☒ OTHER FAIX (I-505 Transfer)

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☐ GRADING ☐ PAVING ☐ STRUCTURE ☐ SIGN ☒ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

Replace the existing signal equipment at 34 locations in the city of Portland:

N. Albina & Killingsworth
N. Albina & Ainsworth
N. Albina & Portland Blvd.
N. Vancouver & Columbia
N. Williams & Hassalo
N. Williams & Fremont
N. Williams & Shaver
N. Williams & Skidmore
N. Williams & Alberta
N. Williams & Killingsworth
N. Mississippi & Russell
N. Mississippi & Fremont
N. Mississippi & Shaver
N. Mississippi & Skidmore
S.E. Foster & 52nd
S.E. Foster & 63rd
S.E. Foster & 67th
S.E. Foster & 72nd
N.E. Fremont & 7th
N.E. Fremont & 15th
N.E. Fremont & 21st
N.E. Fremont & 24th
N.E. 33rd & Knott
N.E. 33rd & Prescott
N.E. 33rd & Killingsworth
S.W. 11th & Stark
S.W. 11th & Washington
S.W. 11th & Taylor
S.W. 11th & Alder
S.W. 11th & Salmon
S.W. 11th & Main
N.W. 10th & Everett
N.W. 11th & Everett
N.W. 11th & Glisan

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): Varies

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME):

LEVEL OF SERVICE		A	B	C	D	E	F
	EXISTING	☐	☐	☐	☐	☐	☐
	PROPOSED	☐	☐	☐	☐	☐	☐

DESIGN SPEED (MPH): Varies

DESIGN STANDARDS: MUTCD

TRAFFIC ANALYSIS: ☐ LIGHT ☐ MEDIUM ☐ HEAVY

3 - FEATURES	EXISTI NUMBER AND WIDTH	POSED NUMBER AND WIDTH
TRAVEL LANES	Varies	No changes to existing roadways
SHOULDERS		
MEDIANS		
PARKING LANES		
SIDEWALKS		
BIKEWAYS		
INTERCHANGES		
OTHER:		

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☒	☐	☐
Signing	☐	☒	☐
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☒	☐
River ____________	☐	☒	☐
Stream ____________	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYBE
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☒	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☒	☐
Dept. of Geology & Min. Ind.	☐	☒	☐
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☒	☐

3 - FEATURES (cont.)

	YES	NO	MAYBE		YES	NO	MAYBE
Agreements (City-County Etc.)	☒	☐	☐	Hydraulics Study	☐	☒	☐
vironmental Assessment	☐	☒	☐	Soils Investigation	☐	☒	☐
Statewide Assessment	☒	☐	☐	Airport Clearance	☐	☒	☐
Negative Declaration	☐	☒	☐	Economic Analysis	☐	☒	☐
Environmental Impact Statement	☐	☒	☐	Requires Field Survey	☒	☐	☐
4-F Statement	☐	☒	☐	Old Survey Available	☒	☐	☐
Citizen Advisory Committee	☐	☒	☐	Requires Vicinity Map	☒	☐	☐
Public Hearing ______	☐	☒	☐	Requires Photogrammetry	☐	☒	☐
Borrow Source	☐	☒	☐	Requires Reconnaissance Survey	☐	☒	☐
Material Source	☐	☒	☐	Reconnaissance Available	☐	☒	☐
Utilities	☒	☐	☐	Design Review	☐	☒	☐

Type Electrical

4 - WORK ITEMS

	TO BE PERFORMED BY APPLICANT	STATE	CONSULTANT
PRELIMINARY ENGINEERING	☒	☐	☐
RIGHT-OF-WAY N/A	☐	☐	☐
CONSTRUCTION ENGINEERING	☒	☐	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	( )	12.
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	

RECOMMENDED CONSTRUCTION DATE ______ (Region) ______ (Salem)

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING	64,500	
RIGHT OF WAY		
TRAFFIC CONTROL (34 signal replacements)	1,528,800	
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		
OTHER		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL	1,593,300	

SUBMITTED BY ______________________________

Form E-39 (Rev. 9-71)

Planning File No. 10107

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Section Portland Signal Replacements @ 34 Locations
Highway Various FAU Routes
County Multnomah

Date August 2, 1982
Authorization No. 1
Survey Prefix
(Assigned by Salem office)

Description of termini, route, length, etc.:

FAU routes throughout the city of Portland

Proposed: Replace existing traffic signalsat 34 locations throughout the city of Portland to conform with the MUTCD.

Purpose of survey:
City of Portland to perform survey, prepare plans, specifications, and cost estimate. State to monitor PE, review plans, prepare title sheet, and award contract.

Estimate of cost: $1,528,800 (construction)
Funding: FAIX (I-505 Transfer)
Class II Statewide Categorical Exclusion

Field Survey	(901)	2,000
Citizen Participation	(902)	
City or County	(903)	45,000
Consultant	(904)	
Final Design	(905)	700
Bridge Design	(906)	
Preliminary Design	(907)	
R/W Description	(909)	
Soils & Geology	(910)	
Traffic	(911)	12,000
Landscape	(912)	
Liaison R/W	(913)	
Utility	(914)	100
Final Audit	(915)	
Photogrammetry	(916)	
Location Studies	(918)	
Engineering Graphics	(919)	
Office Engineer	(920)	200
Specifications	(921)	2,000
Administrative Services	(922)	200
Environmental	(923)	300
Foundation Exploration	(926)	
Seminars	(950)	
Personal Leave	(960)	
Hearings	(980)	
Equal Opportunity	(985)	
Advisory Committee	(986)	
Region Traffic	(936)	2,000

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey	$64,500
Previous authorization	
Additional authorization requested	
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by:
Curtis H. Duval
C.H. DUVAL, Location Manager

Recommended for Approval:

J.D. MCCLURE, Project Development Manager

Recommended for Approval:
Location Engineer

Approved:
Assistant State Highway Engineer

SP*23404-734

Project Portland Signal Replacements at 34 Locations

Agency City of Portland **Date** August 2, 1982

Type of Project Signal Replacements

Funds SOS [✓ FAIX] FAUS FASC Title II HBR

The agreement on this project should provide for the following responsibilities where applicable:

	N/A	State	Applicant	Consultant
Major PE	( )	( )	(X)	( )
Monitor PE	( )	(X)	( )	( )
Field Survey	( )	( )	(X)	( )
Prepare Environmental Statements	(X)	( )	( )	( )
Review & Process Envir. Statements	(X)	( )	( )	( )
Public Hearings	(X)	( )	( )	( )
Citizen Involvement	( )	( )	(X)	( )
Action Plan Requirements	( )	( )	(X)	( )
Preliminary Design Plans & Specs.	( )	( )	(X)	( )
Prepare for Contract Bids	( )	(X)	( )	( )
Advertise, Let and Award	( )	(X)	( )	( )
Major Construction Engineering	( )	( )	(X)	( )
Lab Testing, Final Checking	( )	(X)	( )	( )
Utility Responsibility	( )	( )	(X)	( )
Maintenance After Completion	( )	( )	(X)	( )
Signal Maintenance	( )	( )	(X)	( )
Power Consumption	( )	( )	(X)	( )
Local Match	( )	(X) 9%	(X) 6%	( )
Provide for Right-of-way Agreement		Yes	[✓ No]	

Construction by Contract (X) State Forces ( ) Local Forces ( )

Advance Deposit Required PE (X) Construction (X) N/A ( )

State will Advertise, Let and Award All Contracts

State will Monitor Preliminary Engineering and Construction Activities for Federal Compliance

Remarks:

9741

FEDERAL AID PROJECT REQUEST

Applicant Agency City of Portland Date March 1982
Request for: Off-System ____, FAS-C ____, FAUS ____ Project FAIX
Federal Aid Route No. Varies * Route Name * See attached list
Project Name 1982-83 Signal Replacement 34 locations, Albina, Foster, Fremont, Mississippi, Vancouver, Williams, 10th, 11th and 33rd
Project Length N.A. Project Location (Attach sketch map)
Project Description Replace all existing signal equipment at 34 locations throughout the City *

Average Daily Traffic Varies Design Speed Varies
*See attached list and maps

Complete Applicable Sections:

I. ROADWAY DATA

1. Existing Roadway: (Attach sketch)

Width Varies Travel Lanes Varies Shoulders None
Medians None Parking Varies
Sidewalks
Remarks

2. Desired Roadway Cross Section: (Attach sketch)

Width ____ Travel Lanes ____ Shoulders ____
Medians ____ Parking ____
Curbed ____ Length Curb Radii ____
Sidewalk/Bikeway ____
Remarks No changes proposed for existing roadways

II. RIGHT-OF-WAY DATA

1. Existing Right-of-Way:

General Width Varies Minimum ____ Maximum ____

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes X No ____

3. Will additional right-of-way be needed? Yes ____ No X
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes ____ No ____
Remarks All work will be done in existing right-of-way

III. TRAFFIC CONTROL DATA

1. Existing Signalization and Location:

Single dial, fixed time, interconnected, span wire mounted signals at all locations.

2. **Proposed Signalization:**

Location All Locations

Type Fixed time, multi-dial

Phases 2 to 5

Type of Suspension * See Remarks

Interconnected 10 conductor

Remarks Type of suspension to be determined during preliminary engineering phase.

3. **Permanent Signing:**

Include in project or by applicant? By applicant

4. **Permanent Striping:**

Include in project or by applicant? By applicant

IV. ILLUMINATION DATA

1. **Existing Illumination and Location:**

2. **Proposed Illumination:**

Location

Type

Remarks No changes proposed in existing illumination

V. STRUCTURE DATA - NOT APPLICABLE

1. **Existing Structure:**

Location

Type

Approach Roadway Width Shoulder Width

Length Width

To remain in place?

2. **Proposed Structure:**

Location

Approximate Size: Length Width

Are sidewalk/bikeways desired:

Are any utilities to be attached to structure?

Are provisions for illumination desired?

Are there any unusual or complicating conditions?

Remarks

VI. RAILROAD DATA NOT APPLICALBE

1. Are there any railroad crossings? Yes________ No________

   Name of Railroad

   Existing Crossing Protection

2. Will existing railroad crossing be altered?

   Remarks

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1.	Citizen Involvement	Bureau of Traffic Engineering - Jim Wilson/Mike Bauer Office
2.	Environmental	Bureau of Traffic Engineering - Jim Wilson/Mike Bauer Office
3.	Public Hearing	Bureau of Traffic Engineering - Jim Wilson/Mike Bauer Office

Remarks

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

   Applicant X State________ Consultant________

2. Project construction engineering to be performed by:

Applicant X State ______ Consultant ______

3. Will applicant perform any work prior to or after award of contract?
Yes X No ______
If "yes," describe briefly: City will provide inspection and engineering during construction stage.

4. Applicant's estimate of cost for requested project:

	City Estimate	Metro Region Estimate
Roadway Work	$	
Right-of-way costs (if participating)		
Traffic control	1,528,800	1,528,800
Illumination		
Structures		
Railroad		
Other ______		
Preliminary engineering	27,000	64,500
PROJECT TOTAL	$ 1,555,800	1,593,300 EDH

Remarks ______

THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

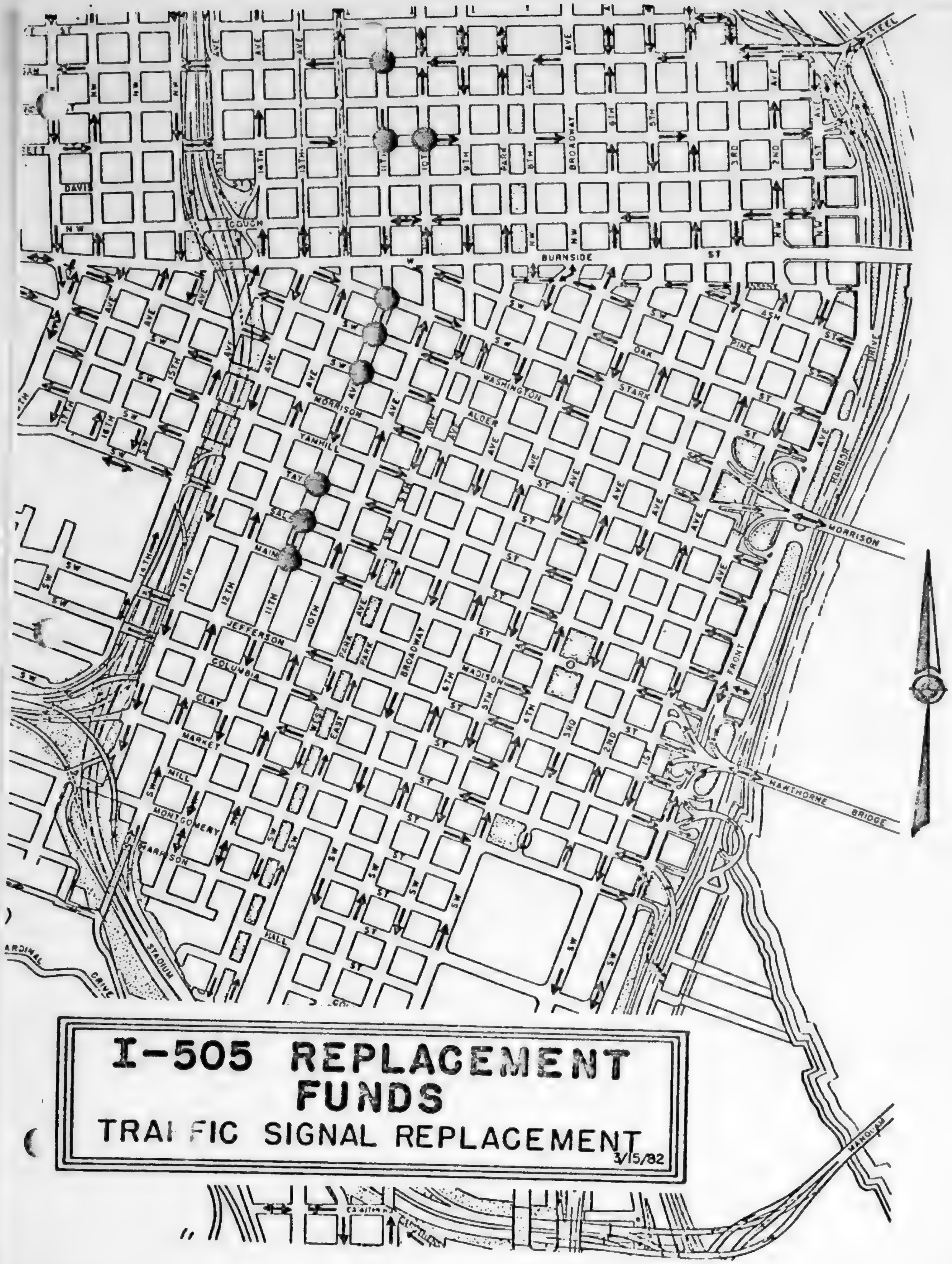
CITY OF PORTLAND and/or ______ COUNTY

By B. O. Schmidt By ______

By ______ By ______

By ______

SIGNAL REPLACEMENT	FAU Number
N Albina & Killingsworth	9955
N. Albina & Ainsworth	"
N. Albina & Portland Blvd.	"
N. Vancouver & Columbia	9957
N. Williams & Hassalo	"
N. Williams & Fremont	"
N. Williams & Shaver	"
N. Williams & Skidmore	"
N. Williams & Alberta	"
N. Williams & Killingsworth	"
N. Mississippi & Russell	9955
N. Mississippi & Fremont	"
N. Mississippi & Shaver	"
N. Mississippi & Skidmore	"
S. E. Foster & 52nd	9776
S. E. Foster & 63rd	"
S. E. Foster & 67th	"
S. E. Foster & 72nd	"
N. E. Fremont & 7th	9914
N. E. Fremont & 15th	"
N. E. Fremont & 21st	"
N. E. Fremont & 24th	"
N. E. 33rd & Knott	9823
N. E. 33rd & Prescott	"
N. E. 33rd & Killingsworth	"
S. W. 11th & Stark	9329
S. W. 11th & Washington	"
S. W. 11th & Alder	"
S. W. 11th & Taylor	"
S. W. 11th & Salmon	"
S. W. 11th & Main	"
N. W. 10th & Everett	"
N. W. 11th & Everett	"
N. W. 11th & Glisan	"


STEEL
NW
DAVIS
COUCH
15TH
14TH
13TH
11TH
10TH
9TH
PARK
8TH
BROADWAY
6TH
5TH
3RD
2ND
1ST
BURNSIDE
ST
ASH
PINE
OAK
STARK
WASHINGTON
ALDER
MORRISON
YAMHILL
TAYLOR
SALMON
MAIN
JEFFERSON
COLUMBIA
CLAY
MARKET
MILL
MONTGOMERY
HARRISON
HALL
MADISON
FRONT
HARBOR DRIVE
MORRISON
HAWTHORNE BRIDGE
STADIUM
CARDINAL DRIVE
MARQUAM

I-505 REPLACEMENT FUNDS

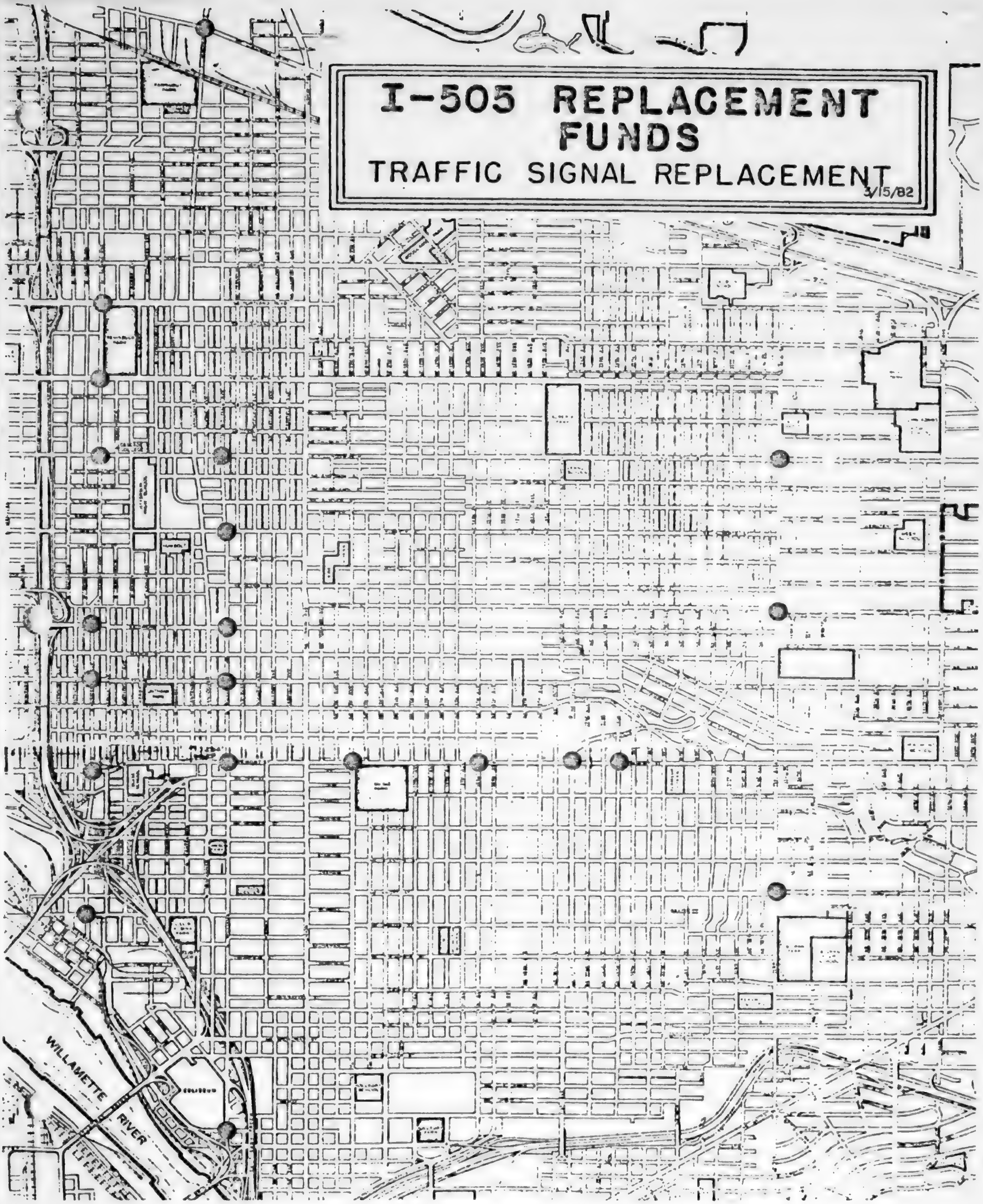
TRAFFIC SIGNAL REPLACEMENT

3/15/82

I-505 REPLACEMENT FUNDS

TRAFFIC SIGNAL REPLACEMENT

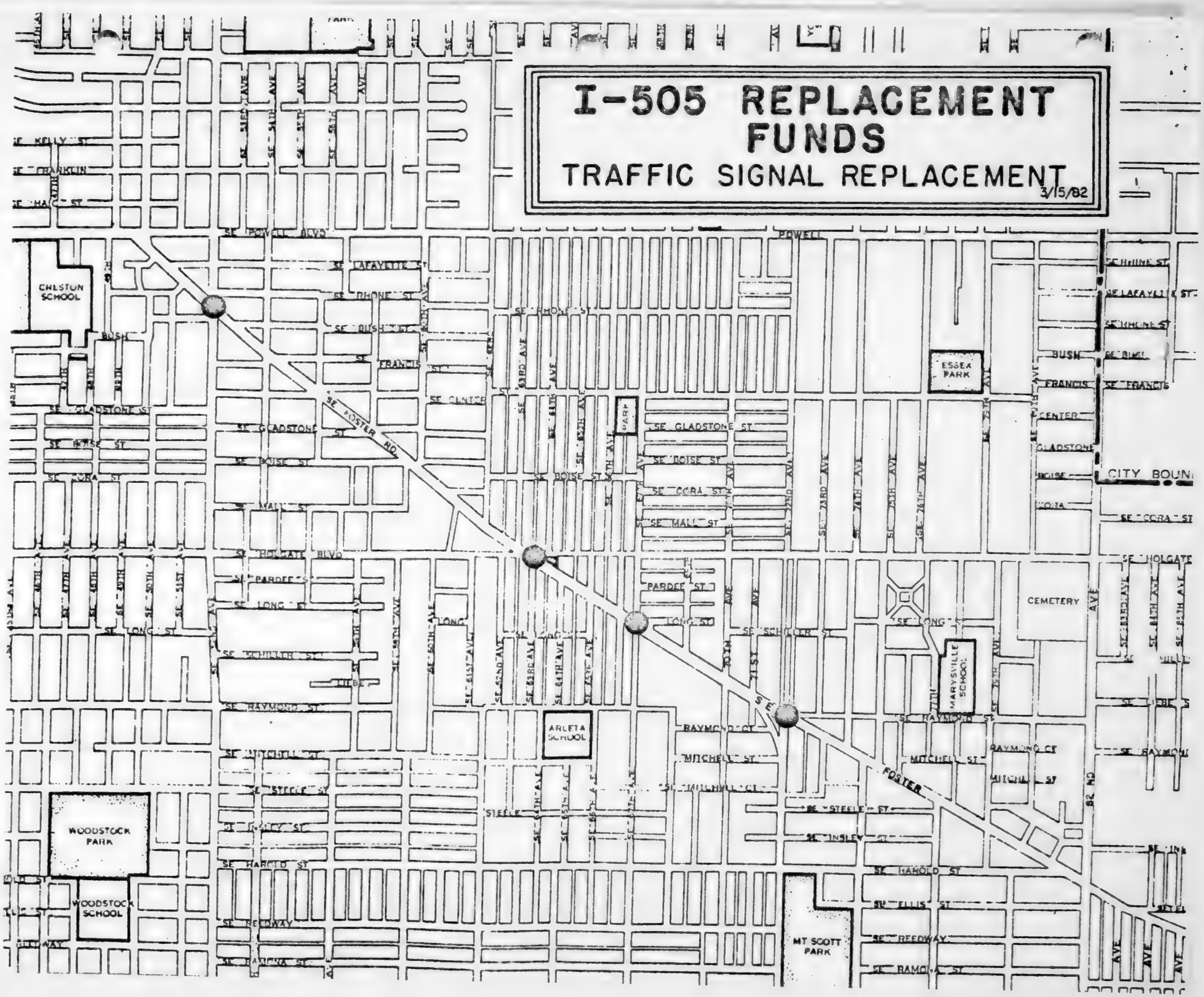
3/15/82


WILLAMETTE RIVER

I-505 REPLACEMENT FUNDS

TRAFFIC SIGNAL REPLACEMENT

3/15/82



SE POWELL BLVD
POWELL
SE FOSTER RD
SE FOSTER
SE HOLGATE BLVD
SE KELLY ST
SE FRANKLIN
SE HAIG ST
SE LAFAYETTE ST
SE RHONE ST
SE BUSH ST
SE FRANCIS ST
SE CENTER
SE GLADSTONE ST
SE BOISE ST
SE CORA ST
SE MALL ST
SE PARDEE ST
SE LONG ST
SE SCHILLER ST
LIEBE
SE RAYMOND ST
RAYMOND CT
SE MITCHELL ST
MITCHELL CT
SE STEELE ST
SE INSLEY ST
SE HAROLD ST
SE ELLIS ST
SE REEDWAY
SE RAMONA ST
CITY BOUN
82 ND
CHESTON SCHOOL
ESSEX PARK
PARK
ARLETA SCHOOL
MARYSVILLE SCHOOL
CEMETERY
WOODSTOCK PARK
WOODSTOCK SCHOOL
MT SCOTT PARK
SE 63RD AVE
SE 64TH AVE
SE 65TH AVE
SE 72ND AVE
SE 73RD AVE
SE 74TH AVE
SE 75TH AVE
SE 76TH AVE
SE 78TH AVE
SE 77TH AVE
SE 59TH AVE
SE 60TH AVE
SE 61ST AVE
SE 62ND AVE
SE 71ST
70TH
SE 83RD AVE
SE 84TH AVE
SE 85TH AVE

1983 NW 29th Ave.-NW 24th Ave. 9745
Sec, FAU 9302 (NW Nicolai St.)
in Portland (grad & pav)

jc cc: OSHD (L. W. Rulien)

STATE COPY

US Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 4	COUNTY Multnomah	DIVISION Oregon
DATE OF REPORT 9/22/87	REPORT MADE BY Larry Heil, Assistant Area Engineer		PROJECT NO. IX-9302(3)
COMPLETION DATE (Actual) 4/24/86	ACCEPTANCE DATE BY CONRTACT AGENCY 6/22/87	TIME ELAPSED 98 %	CONTRACT TIME 350 C.D.

LOCATION

SEE BELOW

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)

A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

N. W. 29TH - N. E. W. 24TH AVE. (PORTLAND)
N. W. NICOLAI ST. (FAU 9302)
Grading and Paving

This project provided for the reconstruction of Nicolai Street to a section with sidewalks on both sides, two 12-foot travel lanes and a 12-foot left turn median. Railroad tracks were relocated along the north side of the street. Nicolai Street was in very poor structural condition and the railroad tracks ran in various locations throughout the street area.

The contract was awarded to Copenhagen Utilities & Construction, Inc. on 12/22/83. Work started 3/1/84 and was completed 4/24/86 within the specified contract time. The final project cost overran the original authorization of $2,191,597 by 18%. Items contributing to the project overrun include; $16,309 price agreement for geotextile fabric and $45,698 for 1" rock to correct wet subgrade problems, underestimated asphalt concrete quantities, $33,595 price agreement to extend railroad spur, $46,460 price agreement to replace existing railroad switch and other price agreements and overruns associated with the complicated nature of this urban project thru an industrial area. There was a $2,184 penalty for non-spec A.C. There were no contract claims.

All physical construction and materials incorporated into this project are considered to be in substantial conformance with the plans and specifications. The contracted work has been satisfactorily completed and acceptance is recommended.

- LMH -

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
SEP 28 '87
REFER TO
Fredrickson
FOR

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Lawrence M. Heil		SIGNATURE	
TITLE Assistant Area Engineer	DATE 9-25-87	TITLE District Engineer A	DATE 9-25-87

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED

July 23, 1987

CON 5 - #9745

United Pacific Insurance Co.
33405 8th Avenue S., C-3000
Federal Way, WA 98003

On June 24, 1987, we wrote to you concerning release of final payment on Contract No. 9745 awarded to Copenhagen Utilities & Construction, Inc. for work on the NW 29th Avenue-NW 24th Avenue Section of FAU 9302 in Portland, Multnomah County.

Final payment on this contract is $10,214.10 and the total contract amount is $2,149,118.38 including $115,027.53 for work performed under force account.

Fran Neavoll
COMMISSION SERVICES

cgc

cc: Copenhagen Utilities &
Construction, Inc.
P.O. Box 429
Clackamas, OR 97015

bc: C. O. Fredrickson
Walt Hart
Rick Kuehn

9745

OREGON DEPARTMENT OF TRANSPORTATION

WE LY REPORT FOR CONSTRUCTION I JECTS

HIGHWAY DIVISION

PROJECT NAME (SECTION) NW 29th-NW 24th(NW Nicolai St)		WEEK ENDING Aug 2 1986
		CONTRACT NO 9745
HIGHWAY FAU 9302	COUNTY Multnomah	F.A. PROJECT NO. IX-9302 (3)
CONTRACTOR Copenhagen Utilities & Cons	KIND OF WORK Grading and paving	DATE OF AWARD September 2? 1983

PROJECT AUTHORIZATION

CURRENT AUTHORIZATION $ 2,599,249.38

ESTIMATED PROJECT COST $ 2,580,000 00

ESTIMATED PERCENT ~~OVERRUN~~/UNDERRUN XXXX ·0 7 %

ENGINEERING

AUTHORIZATION $ 287,000.00

COST THIS WEEK $ ~~0.00~~

TOTAL TO DATE $ ~~300,220.00~~

PERCENT OF AUTHORIZATION 104 %

FIRST NOTIFICATION DATE March 1 1984

ESTIMATED DATE OF COMPLETION, OR

SECOND NOTIFICATION DATE AND April 24, 1986

ESTIMATED SEMIFINAL SUBMITTAL DATE July 11, 1986

CONTRACT TIME UNIT	DATE OF SPECIFIED COMPLETION	DAYS AVAILABLE OR LIMITING NO. OF DAYS	ELAPSED TIME OR DAYS CHRGD. TO END OF WEEK	PRESENT TIME ELAPSED OR CHARGED	EXPECT TO COMPLETE UNIT ON TIME
	/ /	350	348	68	Yes
	/ /	0	0	0	
	/ /	0	0	0	
	/ /	0	0	0	

AVERAGE FORCE ON PROJECT THIS WEEK

SUPERVISORS: 0 WORKERS: 0

PERCENT CONTRACT WORK COMPLETED 100

100 %

CONTRACT STATUS	GRADING	BASE	PAVING	SIGNALS	STRUCTURES	
	0	0	6,550 T			
ORIG. CONTRACT QUANTITIES	0	0	8,050			
EST. CORRECTED QUANTITIES	0	0	8,050 T			
EST. PERFORMED TO DATE	0	0	100	0	0	100
PERCENT PERFORMED TO DATE						

ACTIVITIES THIS WEEK:

No activity

PROJECT VISITORS:

ACTIVITIES ANTICIPATED NEXT WEEK:

PROJECT MANAGER COMMENTS (INCLUDE DATE AND REASON FOR SUSPEND WORK ORDERS):

Semi final estimate submitted July 11, 1986.

PROJECT MANAGER (SIGN) John Howard

John Howard

DISTRIBUTE AS INDICATED BY THE MARGINALS. GENERALLY SUBMIT THE ORIGINAL AND TWO COPIES TO THE CONSTRUCTION SECTION AND ONE COPY TO REGION.

734-3001 (REV. 1-86)

CONSTRUCTION SECTION

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

Date: July 10, 1986 PRO 6-2

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Program Change
Item No. 00049
Project No. IX-9302(2)
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Section
Multnomah County
File No. 55473

I request your approval of a program change on the subject project to include one additional file at an estimated increase in total cost of $10,000 with an obligation of $8,500 in federal funds.

I further request the following:

1) Approval to joint finance the subject project utilizing appn code 177 funds.
2) Approval to proceed with the actual acquisition of the required right-of-way, all phases, as outlined in red on the enclosed copy of right-of-way map no. 9B-20-19.

Enclosed are copies of a modification of project agreement (PR-2A) and revised project agreement estimate for the added work.

RDF:me
Encl.
cc: Rick Kuehn, Region 1
Don Aman
General Files ✓

Form 734-3122

STATE OF OREGON

INTEROFFICE MEMO

TO: Gary Potter, Manager
Program Section

DATE: July 1, 1986

FROM: Donald C Aman
Don Aman, Supervisor
Federal-Aid/Research

SUBJECT:
NW 31st Ave.-NW 29th Ave.
(Portland)
NW St. Helens Rd./Vaughn St.
Multnomah County
IX-0000(20)

We have received one file on the above FAI-X project that is scheduled for a F4QTR87 letting. The acquisition of this right-of-way is estimated at $10,000 and does not require a relocation and moving allowance.

Please program the acquisition of the necessary right-of-way with the Federal Highway Administration and provide us with a prefix.

The above estimate covers file 55473 as shown on map ~~1A-18-29.~~ 9B-20-19.

DA:da

attach.

PROGRAM SECTION
MANAGER ___ RESOURCE UNIT ___
FA UNIT ___ PROGRAM UNIT ___
JUL 02 1986
REFER TO ___
R/D ___ ACT ___ REPLY ___
DISC ___ INFO ___ FILE ___

ROAD DESIGN SECTION 378-3487 ROW 3-1

J. B. Boyd, Manager
Right of Way Section

May 19, 1986

D. O. Christensen
Road Design Engineer

File 55500
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Section
N.W. Nicolai Street
Multnomah County

Attached is a description (1 file), an authorization, correspondence and right of way prints covering additional right of way required for the subject project.

By:
ORIGINAL SIGNED BY
G. F. STRAWN
George F. Strawn
R/W Descriptions Supervisor

GFS:rlr
Attachments

9745

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

In Reply Refer to File No.:
CON 5
9745

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

Bruce M. Walton

FROM: for C. O. Fredrickson, P.E., P.L.S.
Construction Engineer

SUBJECT: Request Contract Acceptance
Federal-aid Project No. IX-9302(3)

Contract 9745, Work Completed July 31, 1985

Project NW 29th Ave.-NW 24th Ave. (Portland)

Highway FAU 9302

County Multnomah

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date April 24, 1986

G. K. [illegible]
for Dale E. Wilken
Division Administrator

RECEIVED
STATE HWY ENGR
JUN 17 '86
REFER TO Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig. to
6/18

BMW:ll

cc: L. Rulien
C. O. Fredrickson
E. L. Hardt
B. M. Walton

CPC/FL4

NOTED
LARRY RULIEN

RECEIVED
MAY 16 1986
OREGON DIVISION

734-2023 (2-85)

9745

STATE COPY

N

TO BE COMPLETED BY FHWA	U.S. Department of Transportation Federal Highway Administration	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 7-59	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Multnomah
MODIFICATION NUMBER 2	7-10-85	Project Number IX-9302(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 25, 1984, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 2,328,242	$ 2,641,242
Federal funds	$ 1,979,004	1,979,004 (580) $ 266,050 (177) 2,245,054
Other revisions		

This modification is made for the following reasons: To include increase in construction & construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 10TH day of JUL, 1985.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

for Manager, Program Section
(Title)

~~By~~ For: H. S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen. File

Oregon State Highway Division
Salem, Oregon July 5, 1985

Federal Aid Project No. IX-9302(3)

N.W. 29th Ave.-N.W. 24th Ave. (Portland) Section
N.W. Nicolai St. (Portland)
Multnomah County

REVISED PS&E ESTIMATE

Type Code 1000
Roadway (Sta. "N2" 565+91 to Sta. "N2" 592+28.51)

Item	Unit Price	Original Quantity	Original Amount	Revised Quantity	Revised Amount
Temp. Barricades	120.00	17	$ 2,040.00	22	$ 2,640.00
General Excavation	9.00	10,310	92,790.00	127,102	114,391.00
8" Sewer Pipe	17.00	54	918.00	192	3,272.00
Concrete Manholes	1,700.00	9	15,300.00	11	18,700.00
Concrete Walks	13.00	1,520	19,760.00	16,872	21,933.00
Reconstruction Concrete Manholes	537.00	1	537.00	2	1,074.00
Trench Excavation & Backfill	15.00	587	8,805.00	7,072	10,608.00
Granular Backfill (PA #3A) Manhole & Inlets	7.25	---	---	388	2,813.00
Remove Unsuitable Backfill (PA #38)	4.95	---	---	388	1,920.00
Furn. & Place Crushed Rock Backfill (PA #5A)	10.85	---	---	2,585	28,047.00
Furn. & Place Coarse Sand Backfill (PA #5B)	8.49	---	---	494	4,194.00
Add'l. 16" (PA #6A) Butterfly Value	1,774.00	---	---	1	1,774.00
Furn. & Place Geotextile Fabric (PA #7A)	1.35	---	---	8,614	11,628.00

Furn. & Place RR Fabric (PA #78)	2.12	---	---	1,959	4,153.00	
Furn. & Place 1"-0 Rock (PA #7C)	13.50	---	---	3,374	45,549.00	
Add'l. for Rev. Hydrant (PA #8A)	3,233.00	---	---	All	3,233.00	
Rev. Roadway Illumin. (PA #9A)	4,613.00	---	---	99%	4,567.00	
Furn. & Install Temp. Rail Sec. (PA #12)	5,134.00	---	---	50%	2,567.00	
Class "C" A.C. Mix (PA #13)	20.00	---	---	1,128	22,560.00	
Asphalt Cement in Mix (PA #13B)	164.00	---	---	60	9,840.00	
Railroad Bdlisting (PA #16)	53.00	---	---	825	43,725.00	
AC Paving Onpvt. Property (OEW #1)	---	---	---	---	9,210.00	
			$140,150		$368,398.00	
				Increase		$ 228,248.00
				Subtotal from Estimate of October 9, 1984		2,013,114.08
				Subtotal		$2,241,362.08
				Engineering		336,204.92
				Total		$2,577,567.00

Type Code Y030
Illumination

Total as on estimate of Octoger 9, 1984	$ 63,675.00
Length of Roadway	0.50 mi.
Cost of Roadway per mile	$5,115,134.00

SUMMARY OF FUNDS (90%)

Description	APPN Code	Total Cost	Federal Funds	State Funds
Roadway	580	$2,264,567.00	$1,924,881.00	$339,686.00
Roadway	177	313,000.00	266,050.00	46,950.00
Illumination	580	63,675.00	54,123.00	9,552.00
Total		$2,641,242.00	$2,245,054.00	$396,188.00

Group 011: 96%; Group 010: 0%
Group 081: 1%; Group 080: 0%
Group 090: 3%

Contract No. C09745
Prefix: C026-1924
Prefix: C09745

027

DDB:jc

9745

t

STATE COPY

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 10-153 PROJECT REPORT NUMBER MODIFICATION NUMBER 1	U.S. Department of Transportation **Federal Highway Administration** **MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Form Approved; O M B No. 04-R2089 State OREGON County MULTNOMAH Project Number IX-9302(3)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 25, 19 84, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 2,191,597	$ 2,328,242
Federal funds	$ 1,862,856	$ 1,979,004
Other revisions		

This modification is made for the following reasons: To include increased construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 16th day of October, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~BY~~ FOR: H. S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON OCTOBER 9, 1984

FEDERAL AID PROJECT NO. IX-9302(3)

NW 29TH AVE.-NW 24TH AVE. (PORTLAND)
NW NICOLAI ST. (PORTLAND)
MULTNOMAH COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I000
ROADWAY (Sta. "N2" 565+91 to Sta. "N2" 592+28.51)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Portland Water Bureau Services (SFO #1)	$ --	--	$ --	--	$130,523.47
Purchase Lightpoles (SFO #3)	--	--	--	--	3,880.61
RR Crossing Work (SFO #4)	--	--	--	--	19,333.00
Install 8-Inch Backflow Device (SFO #6)	--	--	--	--	1,090.00
SUBTOTALS			$		$154,827.08

Increase	$ 154,827.08
SUBTOTAL from Estimate of January 20, 1984	1,858,287.00
SUBTOTAL	$2,013,114.
Engineering	251,452.92
TOTAL	$2,264,567.00

TYPE CODE Y030
ILLUMINATION

TOTAL as on Estimate of January 20, 1984	$ 63,675.00
Length of Roadway	0.5 mi.
Cost of Roadway Per Mile	$4,529,134.00

SUMMARY OF FUNDS (85%)

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Roadway	$2,264,567.00	$1,924,881.00	$339,686.00
Illumination	63,675.00	54,123.00	9,552.00
TOTAL	$2,328,242.00	$1,979,004.00	$349,238.00

Group 1: 96%; Group 8: 1%; Group 9: 3%
Contract No. 9745
Prefix: 26-1924
Prefix: 26-1036

WH:pf

7745

STATE CO

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 1- 236	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT** 1-25-84	State: Oregon County: Multnomah Project No.: IX-9302(3)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

N.W. 29th Ave.-N.W. 24th Ave. (Portland)

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-22-83	0.500
OTHER *(Specify)*		

FUNDS PRO RATA 85.0%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 2,191,597.00	$ 1,862,856.00

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX ~~By~~ For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator JAN 25 1984

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Oregon State Highway Division
Salem, Oregon January 20, 1984

Federal-Aid Project No. IX-9302(3)

N.W. 29th Ave.-N.W. 24th Ave. (Portland)
N.W. Nicolai Street (Portland)
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code 1000
Roadway (Sta. "N2" 565+91 to Sta. "N2" 592+28.51)

Mobilization		All Required		$ 179,000.00
Temporary Protection and Direction of Traffic		All Required		7,040.00
Temporary Signs	555	Sq. Ft.	15.00	8,325.00
Temporary Barricades	17	Each	120.00	2,040.00
Flagmen	2,000	Hour	24.00	48,000.00
Temporary Illumination		All Required		22,015.00
Removal of Structures and Obstructions		All Required		30,200.00
General Excavation	10,310	Cu. Yd.	9.00	92,790.00
Trench Excavation	530	Cu. Yd.	6.00	3,180.00
New R.E. 115 Pound Rail	1,920	Lin. Ft.	43.00	82,560.00
Diamond Railroad Crossing Rails and Ties		All Required		105,000.00
Turnouts, Type No. 7	5	Each	24,200.00	121,000.00
Turnouts, Type No. 9	2	Each	29,500.00	59,000.00
Ballasting	600	Lin. Ft.	53.00	31,800.00
Bituminous Base Mixture	8,550	Ton	18.00	153,900.00
Asphalt in Bituminous Base Mixture	470	Ton	164.00	77,080.00
Coarse Aggregate Base	55	Cu. Yd.	15.00	825.00
Class "B" Asphalt Concrete Mixture	3,640	Ton	20.00	72,800.00
Asphalt Cement in Mixture	235	Ton	164.00	38,540.00
6-inch Sewer Pipe	266	Lin. Ft.	16.00	4,256.00
8-inch Sewer Pipe	54	Lin. Ft.	17.00	918.00
10-inch Sewer Pipe	750	Lin. Ft.	18.00	13,500.00
24-inch Steel Casing	120	Lin. Ft.	66.00	7,920.00
Concrete Manholes	9	Each	1,700.00	15,300.00
Concrete Inlets, Type P	42	Each	392.00	16,464.00
6-inch Drain Pipe	376	Lin. Ft.	5.00	1,880.00
Filter Fabric	320	Sq. Yd.	2.00	640.00

Gravel in Drains	40	Cu. Yd.	23.00	920.00
Concrete Walks	1,520	Sq. Yd.	13.00	19,760.00
Concrete Driveways	1,240	Sq. Yd.	16.00	19,840.00
Concrete Curbs	4,420	Lin. Ft.	4.00	17,680.00
Concrete Island	150	Cu. Yd.	125.00	18,750.00
Rubber Railroad Crossing	1,050	Sq. Yd.	220.00	231,000.00
Rubber Railroad Turnouts and Diamond Crossings		All Required		236,000.00
Extra for R.R. Grade Crossing	1,735	Lin. Ft.	9.00	15,615.00
Extra for Asphalt Walk and Driveways	170	Sq. Yd.	7.00	1,190.00
Adjusting Manholes	12	Each	187.00	2,244.00
Reconstructing Concrete Manholes	1	Each	537.00	537.00
Capping Inlets	2	Each	236.00	472.00
Removal of Existing Sign Installations		All Required		2,311.00
Move and Reinstall Existing Signs		All Required		3,410.00
Wood Sign Posts		All Required		1,100.00
Sign Support Footings		All Required		5,900.00
Cantilever Sign Structures, Sta. "N" 581+63		All Required		12,190.00
Pipe Sign Posts		All Required		2,410.00
Type "A" Signs in Place	130	Sq. Ft.	21.00	2,730.00
Type "C" and "D" Signs in Place	94	Sq. Ft.	8.00	752.00
Type "EE" Signs in Place	6	Sq. Ft.	14.00	84.00
Type "T" Signs in Place	59	Sq. Ft.	8.00	472.00
Sign Illumination Equipment		All Required		2,000.00
Trench Excavation and Backfill	*587	Cu. Yd.	15.10	8,805.00
16-inch Water Main	*1,166	Lin. Ft.	37.00	43,142.00
Fire Hydrant Assembly	2	Each	1,900.00	3,800.00
				$ 1,849,087.00

*57% Water Main-Utility Work (See Nonparticipating for balance of quantities)

Anticipated Items

Permanent Pavement Striping	All Required		$ 3,500.00
Remove Pavement Striping	All Required		2,400.00
On-the-job Trainees (1-1000 X $0.80)	All Required		800.00
Temporary Erosion Control	All Required		2,500.00
			$ 9,200.00
		Subtotal	$ 1,858,287.00
		Engineering	232,285.00
		Total	$ 2,090,572.00

Type Code Y030
Illumination

Pole Foundations	All Required		$ 10,500.00
Roadway Lighting Poles and Bracket	All Required		12,500.00
Luminaires and Ballasts	All Required		2,000.00
Switching, Conduit, Wiring, Lamps, Etc.	All Required		31,600.00
		Subtotal	$ 56,600.00
		Engineering	7,075.00
		Total	$ 63,675.00

Length of Roadway	0.500 mi.
Cost of Roadway Per Mile	$ 4,181,144.00

Work Retained in Reserve

Railroad Costs	All Required		$ 20,000.00
Purchase Temporary Illumination Poles	All Required		3,200.00
City of Portland, Signals	All Required		7,000.00
Portland General Electric	All Required		3,000.00
		Subtotal	$ 33,200.00
		Engineering	4,150.00
		Total	$ 37,350.00

SUMMARY OF FUNDS (85%)

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 2,090,572.00	$ 1,776,986.00	$ 313,586.00
Illumination	63,675.00	54,123.00	9,552.00
Subtotal	$ 2,154,247.00	$ 1,831,109.00	$ 323,138.00
Reserve	37,350.00	31,747.00	5,603.00
Total	$ 2,191,597.00	$ 1,862,856.00	$ 328,741.00

Group 1 96%; Group 8 1%; Group 9 3%
Contract No. 9745
Prefix: 26-1924
Prefix: 26-1036

N.W. 29th Ave. - N.W. 24th Ave. Section
Nonparticipating-City Work

*Water Main-Utility Work-Betterment (quanity split 43%)

Trench Excavation and Backfill	*443 Cu. Yd.	15.00	$ 6,645.00
16-inch Water Main	*879 Lin. Ft.	37.00	32,523.00
Fire Hydrant Assembly	* 1 Each	1,900.00	1,900.00
			$ 41,068.00

STATE OF OREGON
Highway Division

INTEROFFICE MEMO
PRO

TO: Ted Spence
Metro Region

DATE: July 5, 1985

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: Request for Additional Federal Funds, Interstate Transfer or Urban System

As indicated I have requested additional obligation of Federal Funds on Federal-Aid Project No. IX-9302(3)-N.W. 29th Ave.-N.W. 24th Ave. (Portland) in the amount shown.

Current Obligation	Present Estimate	Increase
$1,862,856.00	$1,979,004.00 (580) 266,054.00 (177)	$382,198.00

GAP:DDB:jc

Attachment

cc: Gary Zehner, w/att.
Wayne Schulte
General Files

Oregon State Highway Division
Salem, Oregon July 5, 1985

Federal Aid Project No. IX-9302(3)

N.W. 29th Ave.-N.W. 24th Ave. (Portland) Section
N.W. Nicolai St. (Portland)
Multnomah County

REVISED PS&E ESTIMATE

Type Code 1000
Roadway (Sta. "N2" 565+91 to Sta. "N2" 592+28.51)

Item	Unit Price	Original Quantity	Original Amount	Revised Quantity	Revised Amount
Temp. Barricades	120.00	17	$ 2,040.00	22	$ 2,640.00
General Excavation	9.00	10,310	92,790.00	127,102	114,391.00
8" Sewer Pipe	17.00	54	918.00	192	3,272.00
Concrete Manholes	1,700.00	9	15,300.00	11	18,700.00
Concrete Walks	13.00	1,520	19,760.00	16,872	21,933.00
Reconstruction Concrete Manholes	537.00	1	537.00	2	1,074.00
Trench Excavation & Backfill	15.00	587	8,805.00	7,072	10,608.00
Granular Backfill (PA #3A) Manhole & Inlets	7.25	---	---	388	2,813.00
Remove Unsuitable Backfill (PA #38)	4.95	---	---	388	1,920.00
Furn. & Place Crushed Rock Backfill (PA #5A)	10.85	---	---	2,585	28,047.00
Furn. & Place Coarse Sand Backfill (PA #5B)	8.49	---	---	494	4,194.00
Add'l. 16" (PA #6A) Butterfly Value	1,774.00	---	---	1	1,774.00
Furn. & Place Geotextile Fabric (PA #7A)	1.35	---	---	8,614	11,628.00

Furn. & Place RR Fabric (PA #78)	2.12	---	---	1,959	4,153.00
Furn. & Place 1"-0 Rock (PA #7C)	13.50	---	---	3,374	45,549.00
Add'l. for Rev. Hydrant (PA #8A)	3,233.00	---	---	All	3,233.00
Rev. Roadway Illumin. (PA #9A)	4,613.00	---	---	99%	4,567.00
Furn. & Install Temp. Rail Sec. (PA #12)	5,134.00	---	---	50%	2,567.00
Class "C" A.C. Mix (PA #13)	20.00	---	---	1,128	22,560.00
Asphalt Cement in Mix (PA #13B)	164.00	---	---	60	9,840.00
Railroad Bdlisting (PA #16)	53.00	---	---	825	43,725.00
AC Paving Onpvt. Property (OEW #1)	---	---	---	---	9,210.00
			$140,150		$368,398.00

Increase	$ 228,248.00
Subtotal from Estimate of October 9, 1984	2,013,114.08
Subtotal	$2,241,362.08
Engineering	336,204.92
Total	$2,577,567.00

Type Code Y030
Illumination

Total as on estimate of Octoger 9, 1984	$ 63,675.00
Length of Roadway	0.50 mi.
Cost of Roadway per mile	$5,115,134.00

SUMMARY OF FUNDS (90%)

Description	APPN Code	Total Cost	Federal Funds	State Funds
Roadway	580	$2,264,567.00	$1,924,881.00	$339,686.00
Roadway	177	313,000.00	266,050.00	46,950.00
Illumination	580	63,675.00	54,123.00	9,552.00
Total		$2,641,242.00	$2,245,054.00	$396,188.00

Group 011: 96%; Group 010: 0%
Group 081: 1%; Group 080: 0%
Group 090: 3%

Contract No. C09745
Prefix: C026-1924
Prefix: C09745

DDB:jc

[redacted]

P.O. BOX 10067 • 2495 N.W. NICOLAI STREET • PORTLAND, OREGON 97210 • 226-3441 Area Code 503

RECEIVED
APR 23 1985
LEGAL

April 19, 1985

NOTED
W. E. SCHWARTZ

NOTED
JACK L. SOLLIS

RECEIVED
STATE HWY ENGR
APR 24 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Cliff Alterman
Kell, Alterman & Runstein
Suite 1330
The Bank of California Tower
707 SW Washington
Portland, OR 97205

Dear Cliff;

This letter will serve to keep you posted on the latest developments here at Calbag Metals Company with regards to the Nicolai street construction project.

1) Re; Claim for damages to forklift made to Copenhagen Construction.
Joel Burt of Copanhagen Construction visited Calbag on Wednesday, April 17th. He listened to a description of the accident, viewed the accident site and inspected the broken drive axle which we still have here at Calbag. Prior to leaving he stated that he felt the claim was justified, although his superior would have to approve payment of the same.

2) Re; Rubber crossing fill at N.W. 25th
Earl Mershon and Dick Mace (State of Oregon) and David Hill (City of Portland) visited Calbag yesterday, April 18th. We viewed Calbag forklifts crossing the railroad tracks at N.W. 25th. It was evident and stated by the above mentioned visitors that the current state of the rubber crossing fill is structurally inadequate to provide a safe crossing of the rails by our lift trucks. I mentioned both the increased rate of steering axle failure among our fleet of trucks as well as the potential safety hazard posed by the current situation.

DEALER • GRADER • EXPORTER
NON-FERROUS METALS

April 19, 1985

Cliff Alterman
Kell, Alterman & Runstein
Suite 1330
The Bank of California Tower
707 SW Washington
Portland, OR 97205

Page 2-

It was concluded that a test section of the crossing will undergo some modification to the support beneath the rubber fill. The test results will provide information for further decisions regarding this situation. David Hill did state that the City would not consider replacing the rubber with asphalt because the maintenance would be a problem. This is one solution that we have tested and have proved satisfactory.

If you have any questions, feel free to contact me.

Sincerely,

Jerry Mishler
Operations Manager

JM/kw

cc: John Howard
Department of Transporation
Jack Solis
Transportation Building
Julia Pomeroy
Office of Margaret Strachen
Penelope Moore
Bureau of Risk Management

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No. CON 5

DATE: January 10, 1985

TO: Oregon Transportation Commission

FROM: H. S. Coulter, P.E., P.L.S.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
NW 29th Ave.-NW 24th Ave. Section
FAU 9302 (NW Nicolai St.) Highway, Multnomah County
Contract No. 9745

This Interstate Transfer project is nearly finished with completion anticipated in May, 1985, and it now appears that the final cost will exceed the project authorization by $350,200 or sixteen percent.

Adjustment of water lines and installation of fire hydrants by the City of Portland were required to accommodate this project. This work had been anticipated but was not funded in the project authorization. It added more than $130,500 to the cost of the project.

Saturated clayey silt material was encountered in the subgrade and required installation of additional base rock and geotextile fabric to provide adequate support for the bituminous base and the railroad ballast. This extra work added approximately $53,000 to the cost of the project.

Railroad grade problems have required a spur track extension, addition of inner guardrail at three locations and prebending of rail members involving more than $16,400 of additional costs. Additional revisions in railroad work are anticipated and include replacement of a standard switch with a street switch for safety reasons. The street switch has a narrower gap and is intended for paved crossings. Also required is addition of protective covers to prevent binding of moving parts due to paving around switches. An overrun of ballast material is anticipated due to an under-estimation of quantities required to complete the work. These items are estimated to add another $70,000 to the cost of the project.

Construction engineering charges are expected to overrun proportionately as required to properly monitor, inspect and document the additional work.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $350,200.00 to a new total of $2,599,249.38. This matter will be on the consent calendar for the January 22 meeting.

bc:	Fred Miller	R. W. Gormsen	C. O. Fredrickson
	V. E. Skoog	E. L. Hardt	George Bell

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO
FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: January 10, 1985

O. B. Jackmond

FROM: O. B. Jackmond
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
NW 29th Ave.-NW 24th Ave. Section
FAU 9302 (NW Nicolai St.) Highway, Multnomah County
Contract No. 9745

This Interstate Transfer project is nearly finished with completion anticipated in May, 1985, and it now appears that the final cost will exceed the project authorization by $350,200 or sixteen percent.

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Saturated clayey silt material was encountered in the subgrade and required installation of additional base rock and geotextile fabric to provide adequate support for the bituminous base and the railroad ballast. This extra work added approximately $53,000 to the cost of the project.

Railroad grade problems have required a spur track extension, addition of inner guardrail at three locations and prebending of rail members involving more than $16,400 of additional costs. Additional revisions in railroad work are anticipated and include replacement of a standard switch with a street switch for safety reasons. The street switch has a gap and is intended for paved crossings. Also required is addition of protective covers to prevent binding of moving parts due to paving around switches. An overrun of ballast material is anticipated due to an under-estimation of quantities required to complete the work. These items are estimated to add another $70,000 to the cost of the project.

Construction engineering charges are expected to overrun proportionately as required to properly monitor, inspect and document the additional work.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $350,200.00. Also Attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:mk

Attach.

cc: E. L. Hardt J. D. Howard B. M. Walton W. F. Cobine

81-125-1387

January 7, 1985

Leonard A. Forsgren
Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

You attached a copy of Warren Rosenfeld's letter to the Oregon Transportation Commission, dated November 12, 1984, to your letter of November 30, 1984. Transportation Department Director Fred Miller responded to Mr. Rosenfeld for the Commission on November 28, 1984. Attached is a copy of his response.

The Highway Division advises me that this small five-block project is not a simple one. It is a very complex project involving numerous underground utilities, a railroad spur line, heavy truck traffic, and is further complicated by the need to maintain continuous access to the adjacent businesses.

Although there have been some problems, the Highway Division feels that its contractor has diligently pursued the work of this project and that commitments to the adjacent property owners have essentially been met.

As was promised to Mr. Rosenfeld, the critical work of this project was accomplished by December 7, 1984, and Nicolai Street was reopened to two-way traffic on that date. I trust that since that date Calbag Metals has experienced a minimum of difficulty in conducting its business operation.

Thanks for letting me hear from you, and I hope you'll keep me posted on this matter.

NOTED
W. E. SCHWARTZ

Sincerely,

cy Hardt
1/16

Gerry Thompson
Executive Assistant
to the Governor

GT:bb

Enc.

bc: Highway

RECEIVED
STATE HWY ENGR
JAN 15 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Bob

Corroon & Black of Oregon

Insurance/Surety Bonds
1600 S.W. Fourth Avenue
P.O. Box 8699
Portland, Oregon 97207
503 224-4155

November 30, 1984

Gerry Thompson, Executive Assistant
to Governor Victor Atiyeh
Office of Governor Victor Atiyeh
State Capitol Building
Salem, Oregon 97310

Dear Gerry:

I believe the attached letter from Warren Rosenfeld, President of Calbag Metals Co., is self-explanatory.

I told Warren some time ago about the Governor's offer to always be available on problems pertaining to and affecting business here in the State of Oregon.

I am sure you have heard about this particular matter, not only for Calbag Metals, but Mercer Industries as well as both have properties affected by Department of Transportation road problems.

Incidentally, I would assume this is a DOT problem as well as one for the city.

Would appreciate any help you might be able to offer on this matter as I have always received good support from the Rosenfeld family.

Thank you.

Most sincerely,

Leonard A. Forsgren

LAF:brm

Enclosures

RECEIVED
TAT HWY ENGR
DEC 13 '84
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

RECEIVED
DOT DIRECTOR
DEC 10 '84
REFER TO
Bell
FOR

Info	Inves	R/D	D/R	Sign	Act	File

DEC 7 1984

CALBAG METALS CO.

P.O. BOX 10067 • 2495 N.W. NICOLAI STREET • PORTLAND, OREGON 97210 • 226-3441 Area Code 503 • Telex: 36-0598

November 12, 1984

Mr. Anthony Yturri, Chairman
Oregon Transportation Commission
89 S.W. Third Avenue
P.O. Box S
Ontario, Oregon 97914

Mr. Peter Brix, Vice Chairman
Oregon Transportation Commission
c/o Knappton Corporation
9030 N.W. St. Helens Road
Portland, Oregon 97210

Mr. Robert F. Dwyer, Commissioner
Oregon Transportation Commission
c/o Dwyer Overseas Timber
Products Co.
123 N.E. Third
Portland, Oregon 97232

Mr. Samuel T. Naito, Commissioner
Oregon Transportation Commission
c/o Norcrest China Co.
55 West Burnside
Portland, Oregon 97209

Mr. N. B. Giustina, Commissioner
Oregon Transportation Department
c/o Giustina Lumber Co.
1991 W. Second
Eugene, Oregon 97402

Mr. Fred D. Miller
Director of Transportation
Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: Northwest Nicolai Street, Portland, Oregon
Your Contract No. 9745

Gentlemen:

We are writing as a business which has been severely damaged by the procedures you have followed in the above contract.

When the issue of improving N.W. Nicolai Street first arose, our company, Nike and Mercer objected because of loss of access, the potential effect on the Nike computer of moving the railroad tracks closer to Nike, disruption of our own spur and the adverse effect on our business use of licensed fork lifts.

We were assured that the work would proceed rapidly and efficiently, that delay would be minimal, that access to the property would be open at all times, that vibration would be reduced, thus the fork lifts could function and the spur would not have to be moved.

You file records should contain the litany of our complaints; I will not repeat them at this time.

Our company went through the recent recession without ever having to discharge an employee. Because of the inability of our suppliers to reach our property due to your project, we are now suffering such loss that we may have to lay off employees. The lay-offs will be attributable solely and exclusively to the damaging effect of your administration of the N.W. Nicolai Street project.

Suppliers who do not have access to our property deliver their aluminum elsewhere. According to our statistical records, approximately 500,000 pounds of aluminum have not been delivered to us which would have been delivered to us had your contract been performed as originally promised.

We have complained to the City Council of Portland. The Council, in turn, made promises to us based upon its understanding of your administration of this job.

Our employees have been told that if they keep complaining, the Nicolai project may be dragged out to its ultimate end in May 1985. We are told, in effect, that we can either be quiet or the reprisal will force us to sit at your department's and the contractor's convenience and continue to suffer damage until May 1985.

Without waiving any other rights we might have, we urgently request you to get this job moving, to police the prime contractor in the public interest and to help restore some degree of economic health to this sick area.

We are enclosing a copy of a letter forwarded to the members of the Portland City Council.

Very truly yours,

CALBAG METALS CO.

Warren Rosenfeld,
President

/jm
Enclosure

CALBAG
METALS
CO.

P.O. BOX 10067 • 2495 N.W. NICOLAI STREET • PORTLAND, OREGON 97210 • 226-3441 Area Code 503 • Telex: 36-0598

November 12, 1984

Mayor Francis J. Ivancie
City of Portland
City Hall
1220 S.W. Fifth
Portland, Oregon 97204

Commissioner Mildred Schwab
City of Portland
City Hall
1220 S.W. Fifth
Portland, Oregon 97204

Commissioner Margaret Strachan
City of Portland
City Hall
1220 S.W. Fifth
Portland, Oregon 97204

Commissioner Mike Lindberg
City of Portland
City Hall
1220 S.W. Fifth
Portland, Oregon 97204

Dear Mayor and Commissioners:

When the improvement of N.W. Nicolai Street came before the City Council, we explained our concern that the construction would adversely affect our access to our buildings, our use of the street by our fork lifts travelling between buildings on opposite sides of N.W. Nicolai and our railroad spur. We also warned of related problems at the Nike warehouse, especially relating to the damage construction could cause to the Nike computer.

We explained that both our own trucks and our supplier and customer trucks needed to have continual access to our buildings. We have a rail spur that should not be moved; our spur has a grandfathered clearance. We also have fork lift trucks (licensed as on-road vehicles) which cross the street regularly between our buildings.

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We were assured that the inconvenience would be minimal, that the work would proceed rapidly, that there would be little adverse effect on our business, that our fork lifts could continue to function and that the railway spur on our property would not have to be moved.

Unfortunately, none of the foregoing has turned out to be true.

During the course of the work our forklift trucks have been damaged because of failure to maintain the road. When we complained, the response has been that we should not use fork lifts. We cannot operate our business without fork lifts.

The gravel access required by the contract was not provided. Our trucks again suffered loss of access and physical damage due to inadequately placed steel bridging. The new, rubberish composition of the road is not suitable for our fork lifts.

Our employees report they have been told that if we complain, instead of being silent, the contract can be made to drag on until May 1985. The implication is that it is in our best interest just to sit silently and suffer.

We went through the worst of the recent recession without having to discharge anyone. Because our independent suppliers, who are free to sell aluminum to anyone they wish, have not had reasonable access to our property, we have lost approximately 500,000 pounds of aluminum purchases. As a result, we are now seriously considering layoffs. Layoffs will be directly attributable to the conduct of the unnecessary repair of N.W. Nicolai Street.

We appreciate the sincere expressions of concern which have been voiced by the Council. We are disappointed in not having seen those expressions of concern reflected in performance by the contractor, who, to our observation, is proceeding in a casual manner on this job.

We again plead that this very simple five-block road construction job be completed now. We also request that N.W. Nicolai Street immediately be made a passable two-way street.

For your information we are enclosing a copy of a letter we are sending to the members of the Oregon Transportation Commission.

Very truly yours,

CALBAG METALS CO.

Warren Rosenfeld,
President

/jm
Enclosure

#9975

NOTED
W. E. SCHWARTZ

November 29, 1984

Mr. Warren Rosenfeld, President
Calbag Metals Company
P.O. Box 10067
Portland, OR 97210

Fred Miller, Director of the Department of Transportation, tells me that he has answered your recent letter concerning the Nicolai Street project.

I share his concern for such an apparent "economic development horror story," but I can assure you that the threatening statements you described are totally inconsistent with the reputation of the department and the Highway Division.

I understand that Nicolai Street is expected to be opened to two-way traffic no later than December 7. The department and I certainly hope that this will restore the healthy business climate in your area.

Sincerely,

Victor Atiyeh
Governor

VA:bb
bc: Hwy ✓

November 28, 1984

CON

Warren Rosenfeld, President
Calbag Metals Co.
Post Office Box 10067
Portland, OR 97210

The Nicolai Street project was recognized as a difficult one due to the nature of the work--rail service, restrictions on driveway closures, heavy truck traffic and the like. Regrettably, this has caused inconvenience to the businesses such as yours served by the street.

I am very concerned about your statement that your employees were told that if they complained about the progress the work would be dragged out. I am confident Highway Division people would not make such a statement and the contractor's superintendent has told us, to the best of his knowledge, his people have not said this.

Our personnel on the project have had several meetings with the contractor on scheduling recently and have found that, by expediting the critical work and delaying the noncritical work until later, Nicolai Street will be reopened to two-way traffic no later than December 7 and hopefully, with reasonable weather, sooner than that date. I believe this should restore the street function completely.

I appreciate your cooperation on this difficult project and I am confident that the final product will be one that we will all benefit from.

Fred D. Miller
Director

cc Transportation Commission
City of Portland

bc H. S. Coulter
W. E. Schwartz
E. L. Hardt

ELH:cp sl fn

[redacted]

Fred Miller

P.O. BOX 10067 • 2495 N.W. NICOLAI STREET • PORTLAND, OREGON 97210 • 226-3441 Area Code 503 • Telex: 36-0598

November 12, 1984

Governor Victor Atiyeh
State of Oregon
State Capitol
Salem, Oregon 97310

Re: Construction on N.W. Nicolai Street
Portland, Oregon

Dear Governor Atiyeh:

Enclosed is self-explanatory correspondence we have forwarded to the members of the Oregon Transportation Commission and the Portland City Council.

We would appreciate any help your office can provide to facilitate completion of the work on N.W. Nicolai Street so our business can return to normal and so that our layoff of employees as a result of the conduct of this 5-block road repair may be held to a minimimum.

Thank you very much for your cooperation.

Very truly yours,

CALBAG METALS CO.

Warren Rosenfeld,
President

/jm
Enclosures

RECEIVED
DOT DIRECTOR
NOV 23 '84
REFER TO
Bill
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Letter coming from Hardt

[redacted]

P.O. BOX 10067 • 2495 N.W. NICOLAI STREET • PORTLAND, OREGON 97210 • 226-3441 Area Code 503 • Telex: 36-0598

November 12, 1984

Mr. Anthony Yturri, Chairman
Oregon Transportation Commission
89 S.W. Third Avenue
P.O. Box S
Ontario, Oregon 97914

Mr. Peter Brix, Vice Chairman
Oregon Transportation Commission
c/o Knappton Corporation
9030 N.W. St. Helens Road
Portland, Oregon 97210

Mr. Robert F. Dwyer, Commissioner
Oregon Transportation Commission
c/o Dwyer Overseas Timber
Products Co.
123 N.E. Third
Portland, Oregon 97232

Mr. Samuel T. Naito, Commissioner
Oregon Transportation Commission
c/o Norcrest China Co.
55 West Burnside
Portland, Oregon 97209

Mr. N. B. Giustina, Commissioner
Oregon Transportation Department
c/o Giustina Lumber Co.
1991 W. Second
Eugene, Oregon 97402

Mr. Fred D. Miller
Director of Transportation
Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: Northwest Nicolai Street, Portland, Oregon
Your Contract No. 9745

Gentlemen:

We are writing as a business which has been severely damaged by the procedures you have followed in the above contract.

RECEIVED
STATE HWY ENGR

WES NOV 16 '84

REFER TO

FOR

Info	Invest	R/D	D/R	Sign	Act	File

R/W for Miller ASAP

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We were assured that the work would proceed rapidly and efficiently, that delay would be minimal, that access to the property would be open at all times, that vibration would be reduced, thus the fork lifts could function and the spur would not have to be moved.

You file records should contain the litany of our complaints; I will not repeat them at this time.

RECEIVED
DOT DIRECTOR

NOV 15 '84

REFER TO
Hardy

FOR

Info	Invest	R/D	D/R	Sign	Act	File
		✓				

cy 11/20 due ASAP

E. Hardt → Hardy
R/D
ASAP

DEALER • GRADER • EXPORTER
NON-FERROUS METALS

Our company went through the recent recession without ever having to discharge an employee. Because of the inability of our suppliers to reach our property due to your project, we are now suffering such loss that we may have to lay off employees. The lay-offs will be attributable solely and exclusively to the damaging effect of your administration of the N.W. Nicolai Street project.

Suppliers who do not have access to our property deliver their aluminum elsewhere. According to our statistical records, approximately 500,000 pounds of aluminum have not been delivered to us which would have been delivered to us had your contract been performed as originally promised.

We have complained to the City Council of Portland. The Council, in turn, made promises to us based upon its understanding of your administration of this job.

Our employees have been told that if they keep complaining, the Nicolai project may be dragged out to its ultimate end in May 1985. We are told, in effect, that we can either be quiet or the reprisal will force us to sit at your department's and the contractor's convenience and continue to suffer damage until May 1985.

Without waiving any other rights we might have, we urgently request you to get this job moving, to police the prime contractor in the public interest and to help restore some degree of economic health to this sick area.

We are enclosing a copy of a letter forwarded to the members of the Portland City Council.

Very truly yours,

CALBAG METALS CO.

Warren Rosenfeld,
President

/jm
Enclosure

CALBAG METALS CO.

P.O. BOX 10067 • 2495 N.W. NICOLAI STREET • PORTLAND, OREGON 97210 • 226-3441 Area Code 503 • Telex: 36-0598

November 12, 1984

Mayor Francis J. Ivancie
City of Portland
City Hall
1220 S.W. Fifth
Portland, Oregon 97204

Commissioner Mildred Schwab
City of Portland
City Hall
1220 S.W. Fifth
Portland, Oregon 97204

Commissioner Margaret Strachan
City of Portland
City Hall
1220 S.W. Fifth
Portland, Oregon 97204

Commissioner Mike Lindberg
City of Portland
City Hall
1220 S.W. Fifth
Portland, Oregon 97204

Dear Mayor and Commissioners:

When the improvement of N.W. Nicolai Street came before the City Council, we explained our concern that the construction would adversely affect our access to our buildings, our use of the street by our fork lifts travelling between buildings on opposite sides of N.W. Nicolai and our railroad spur. We also warned of related problems at the Nike warehouse, especially relating to the damage construction could cause to the Nike computer.

We explained that both our own trucks and our supplier and customer trucks needed to have continual access to our buildings. We have a rail spur that should not be moved; our spur has a grandfathered clearance. We also have fork lift trucks (licensed as on-road vehicles) which cross the street regularly between our buildings.

DEALER • GRADER • EXPORTER
NON-FERROUS METALS

We were assured that the inconvenience would be minimal, that the work would proceed rapidly, that there would be little adverse effect on our business, that our fork lifts could continue to function and that the railway spur on our property would not have to be moved.

Unfortunately, none of the foregoing has turned out to be true.

During the course of the work our forklift trucks have been damaged because of failure to maintain the road. When we complained, the response has been that we should not use fork lifts. We cannot operate our business without fork lifts.

The gravel access required by the contract was not provided. Our trucks again suffered loss of access and physical damage due to inadequately placed steel bridging. The new, rubberish composition of the road is not suitable for our fork lifts.

Our employees report they have been told that if we complain, instead of being silent, the contract can be made to drag on until May 1985. The implication is that it is in our best interest just to sit silently and suffer.

We went through the worst of the recent recession without having to discharge anyone. Because our independent suppliers, who are free to sell aluminum to anyone they wish, have not had reasonable access to our property, we have lost approximately 500,000 pounds of aluminum purchases. As a result, we are now seriously considering layoffs. Layoffs will be directly attributable to the conduct of the unnecessary repair of N.W. Nicolai Street.

We appreciate the sincere expressions of concern which have been voiced by the Council. We are disappointed in not having seen those expressions of concern reflected in performance by the contractor, who, to our observation, is proceeding in a casual manner on this job.

We again plead that this very simple five-block road construction job be completed now. We also request that N.W. Nicolai Street immediately be made a passable two-way street.

For your information we are enclosing a copy of a letter we are sending to the members of the Oregon Transportation Commission.

Very truly yours,

CALBAG METALS CO.

Warren Rosenfeld,
President

/jm
Enclosure

11/5

1

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
9002 SE. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

October 29, 1984

In Reply Refer To
File No

Mike Lindberg
Commissioner
1120 SW 5th Ave.
Portland, OR 97204

Fred Miller asked that I respond to your letter of October 22, 1984, and the attachment of the same date from Mr. Alterman, concerning the NW Nicolai Street reconstruction project.

I have investigated quite thoroughly and have a very lengthy explanation of why the situation is as it is. However, I won't go into it in detail in this letter. If you're interested I would be happy to meet with you and explain what's happening.

Very briefly, the written commitment to Cal Bag that I'm aware of is that the driveway serving Cal Baq Metals Company is to be open and unrestricted between the hours of 7:00 am and 5:30 pm on week days. Our people know of two occasions when the access to Cal Bag was not restored by 7:00 am in the morning. The latest being the incident which occurred on Monday, the 22nd. A subcontractor worked on the crossing over the week-end, the contractor was to be in and replace the heavy steel plates, 11 of them, weighing nearly 7,000 pounds a piece, by 7:00 am Monday morning. The contractor did not show up, the subcontractor, Railco, reinstalled the plates and had the access open by about 7:45 am. We have now advised the contractor that he is not to leave the job until access has been restored at the end of each work shift.

Other than in August when there was a significant delay to the project as a result of not getting ballast rock approved, it is our opinion that the contractor has pursued the work in a reasonably diligent manner. For example, since the 2nd of September he has worked every week-end. Our reports also show that he has worked every week-day. The critical work on the project is now the track work, much of which must be done at night or on weekends due to the restrictions on blocking access to the businesses along Nicolai. With track work it is necessary that the work start at one end and progress through the project, rather than

734-1850

FRED MILLER

being able to jump in and work at a number of different locations simultaneously. Also, with track work the work area is very limited, so the size of the crews and the amount of the equipment on the project is less than what we normally see on a highway project.

In setting time for the contract we recognized the complexity of the project, the staging necessary, and the difficulty of the work. The contract allows 350 calendar work days, which works out to about 15 months, in which to do the work. This time will run out about May 15. We do expect the contractor to meet this completion date.

While it's true that the City is not a party to the contract, however, we have been in very close contact with City staff--Vic Rhodes, Dave Hill, and others. If they have a suggestion for accelerating the project, I'm sure they'll find us most receptive. The one obvious thing which would help would be if the restrictions on closing some of the accesses could be relaxed.

In Mr. Alterman's letter he requested a copy of the contract and notification of change orders and extension requests. I have enclosed a copy of the special provisions for the project and copies of the pages which are added to the special provisions to make the document a contract. Also, a list of change orders and extra work. Finally, for your information, I'm enclosing copies of the weekly reports covering September and October which give a very brief description of the activities on the project each day. Please note there was activity on the project every day.

Allan C. Harwood
Metro Region Operations Engineer

Attachment
cc Fred Miller
ACH/gw
bc W. E. Schwartz
C. O. Fredrickson
John Howard

RECEIVED
DOT DIRECTOR
OCT 30 '84
REFER TO
Rider
FOR
Info ✓ | [illegible] | R/D | D/R | Sign | Act | File

CITY OF
PORTLAND, OREGON
OFFICE OF PUBLIC WORKS

Mike Lindberg, Commissioner
1220 S.W. Fifth Ave.
Portland, OR 97204
(503) 248-4145

October 22, 1984

HAND DELIVERED

Fred Miller, Director
Oregon Department of Transportation
Transportation Building
Salem, Oregon 97310

RE: NW Nicolai Street Reconstruction

Dear Fred:

Late last week I received a call from Mr. Cliff Alterman representing Cal Bag Metals. Mr. Alterman advised me that Cal Bag was suffering an extreme dropoff in business due to the State's reconstruction project on NW Nicolai. While his client fully anticipated some decrease in business the turndown has been far more severe than contemplated. Additionally, Mr. Alterman does not believe that the State has met its commitments to the abutting property owners in terms of access, construction scheduling, and provision of general information. One particularly frustrating element of this is the contractor's failure to continuously provide crews to perform the work. Many days go by with virtually no construction activity at the expense of the disruption of the adjacent businesses.

Over the past several months, at my request, staff from the City's Office of Transportation have met with the owners of Cal Bag Metals and other businesses in various attempts to resolve these concerns and other problems. Staff advises me that there is very little they can do since this is a State managed project and the City is not a party to the contract.

Fred, my concern is that at a time when we are spending significant resources and energy to attract new industry to the area we are also causing severe impacts on old established firms due to this construction project. I am concerned, as I am sure you are, that the government honor commitments made to these people. As it stands now, it appears that the State's Nicolai project is setting an extremely poor precedent for future I-505 alternative projects.

FW — Harwood is
preparing response
F

Since this project is being managed by your organization, I request that you do whatever possible to facilitate the earliest possible completion. If there is some way that I can be of assistance please let me know. Thank you for your attention to this situation.

Sincerely,

Mike Lindberg

Mike Lindberg
Commissioner of Public Works

cc: OTC
Ed Hardt
Cliff Alterman
Warren Rosenfeld

Attachment

RECEIVED
DOT DIRECTOR
OCT 22 '84
REFER TO
FOR
Info Advise R/D D/R Sign Act File

KELL, ALTERMAN & RUNSTEIN
ATTORNEYS AT LAW
SUITE 1330-THE BANK OF CALIFORNIA TOWER
707 S. W. WASHINGTON STREET
PORTLAND, OREGON 97205
TELEPHONE (503) 222-3531

CABLE ADDRESS KELMAN

RAYMOND M. KELL
CLIFFORD B. ALTERMAN
TED E. RUNSTEIN
LEE DAVIS KELL
LESLIE M. ROBERTS
LOIS I. BERAN

REX ARMSTRONG
GARY P. COMPA
WILLIAM DICKAS
MARY ELLEN PAGE FARR
MYRTLE RAE GREENWOOD
WAYNE D. PALMER
ERIC SOGGE

October 22, 1984

RECEIVED
OCT 22 1984
Commissioner Lindberg's Office

Commissioner Mike Lindberg
City Hall, Room 414
1220 S.W. Fifth Avenue
Portland, Oregon 97204

HAND DELIVERED

Re: Cal-Bag & Metals, Inc. -
Nicolai Street

Dear Mike:

I am dictating this letter at approximately 9:00 a.m. on Monday, October 22.

Last week you were kind enough to speak with me concerning a belief that Cal-Bag & Metals has that work on Nicolai Street was proceeding inordinately slowly, that generally the promises of the city were not being kept, that access was being cut off despite a promise to keep it open, and that there was fear among the staff at Cal-Bag that any complaint would cause reprisals and a deliberate effort to keep the project going on Nicolai Street until next May.

On Thursday of last week, Jeff Larkin called Warren Rosenfeld. Mr. Larkin made no promises other than that he would try to contact Fred Miller with the State of Oregon.

People come to work at Cal-Bag at 6:30 a.m. Trucks are scheduled to depart at 7:00 a.m. At 6:30 a.m. this morning there was absolutely no access to Cal-Bag. The employees had to park their cars out on Nicolai Street. Fortunately a subcontractor laying the rail came along and put down the plates to permit access and egress at about 7:30 so the trucks could finally leave.

At the time of dictating this letter, the railroad subcontractor who was kind enough to put down the plate has left and the information given Mr. Rosenfeld is that nobody will be on the job today. Someone from the state said that he would "try" to develop some access.

According to the observations of Cal-Bag, the city's contractor did absolutely no work last Monday and Wednesday through Friday and had a few people out on Saturday. As a matter of fact, at 9:00 this morning, there was no one visible working from the contractor or any subcontractor.

This looks like a situation where the City Council, in good faith, makes all sorts of promises to quiet objection and then the staff is either unable or unwilling to fulfill those promises. People whose businesses suffer because of unkept promises naturally have expectations of vigorous staff action to fulfill Council promises. The Northwest is a section of diminishing employment and--whatever the verbalization of city officials may be--is an area where someone in the city is doing everything possible to impede the remaining industrial activity.

Our request is a very simple one. Keep open traffic to Cal-Bag. Maintain the promised access. Stop parking trucks in front of the Cal-Bag entrance. Get the job done.

Our client would appreciate immediate help from your office to see to it that the promises originally made by the Council are fulfilled.

Thank you very much for your assistance.

Very truly yours,

Cliff

Clifford B. Alterman

sdb
cc: Cal-Bag & Metals, Inc.

P. S. I would appreciate receiving a copy of the contract for Nicolai and being notified of change orders and extension requests. Please bill me for the charges.

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(3)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 5/22/84

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:
NW 29th Avenue - NW 24th Avenue

11. GENERAL DESCRIPTION OF WORK
Utility adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Utility adjustment

13. REMARKS

As requested by Mr. Potter's letter of 5/10/84 you are authorized to proceed with the actual adjustments to the City of Portland Bureau of Water Work's water service facilities relocation. Since the utility is not adequately stafffed to perform a portion of the work with its own forces to contract method of performing such work is approved for a lump sum amount of $1,090, Federal Funds $926.50 contingent upon modification of Project Agreement if additional funds are required.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STATE HWY ENGR
JUN 1 84
REFER TO Potter
FOR
Info [illegible] R/D D/R [illegible] Act File

Orig to
6/1

14. DATE 5/22/84

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

NOTED
E. S. HUNTER

ROW 18-4

May 10, 1984

RECEIVED
TECHNICAL SERVICES
MAY 14 '84
REFER TO
FOR
Info | Answ | R/D | D/R | Sign | Act | File

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Water Service Facilities Relocation
Bureau of Water Works
City of Portland
NW 29th Ave.-NW 24th AVe. Section
FAU 9302 (NW Nicolai St.)
Multnomah County
Project No. IX-9302(3)

Here is a copy of an estimate of cost to relocate the Bureau of Water Works' water service meter vault dated April 9, 1984, and comparative bids from plumbing contractors for the installation of a meter and backflow control device inside the property owner's building as an alternate to vault relocation. A sketch showing the proposed relocation is enclosed.

The estimated cost of relocating the service vault is $9,749.26. The cost of installing meter and backflow control device is $4,301.00 for materials and low bid of $1,090.00 for installation by Water Metrics Co. for a total cost of $5,391.00. The Highway Division recommends the alternate method of installing the meter and backflow control device inside of property owner's building. The cost of the backflow control device will be included as part of OFW No. 1 which covers, in part, the relocation of water services.

A certification prepared by Richard L. Fleming as to the City's rights in the land occupied by their facilities is in our files.

The conflict was anticipated. The Bureau was advised verbally of the conflict as soon as it was known. The Highway Division and the Bureau have negotiated for over two years regarding the water facility conflicts and relocation plans. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will not be issued, as the Bureau's facilities occupy city street right of way.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a crossing of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Bureau's facilities.

Your approval of the lump sum agreement and contract method for installation, as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Contract cost to the State is $1,090.00.

JMC/GAP/nv
Enc.
cc:✓E. S. Hunter
J. M. Cartwright
R. L. Fleming

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to File No.:
ROW 18-4

May 8, 1984

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ATTENTION: C. T. Christianson, Area Engineer

FROM: Jack M Cartwright
Jack M. Cartwright
Utility Relocation Coordinator

SUBJECT: Federal Participation Eligibility Date
Sanitary Sewer Line Relocation
Bureau of Sanitary Engineering
City of Portland
NW 29th Ave.-NW 24th Ave. (Portland) Section
FAU 9302 (NW Nicolai St.)
Multnomah County
Project No. IX-9302(3)

NOTED
E. S. HUNTER

Dear Mr. Christianson:

Confirmation of your verbal authorization for the Bureau of Sanitary Engineering to proceed with the relocation of their sanitary sewer line facilities in conflict with this project as of May 8, 1984 is requested. An estimate of cost is being prepared by the Bureau of Sanitary Engineering. Preliminary estimate of cost is $1,000. The estimate upon receipt will be forwarded for your review and approval by separate letter. Federal participation in the cost of the relocation work is subject to FHWA's review and approval of the estimate of cost.

Advanced authorization date of
May 8, 1984 is approved

C T Christianson
C. T. Christianson, Area Engineer

JMC/nv
cc: E. S. Hunter
W. F. Cobine
E. L. Hardt
R. L. Fleming
Pete Gonzalez

RECEIVED
TECHNICAL SERVICES
MAY 16 '84
REFER TO
FOR
Info Invest R/D D/R Sign Act File

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MAY 14 1984
RR & UTILITY UNIT

Form 734-3122

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1P

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

ORDER FOR EXTRA WORK
TO BE PERFORMED ON FORCE ACCOUNT BASIS

PROJECT NAME (SECTION) NW 29th Ave. - NW 24th Ave. (NW Nicolai Street)		CONTRACT NO. 9745
HIGHWAY FAU 9302	COUNTY Multnomah	PREFIX 26-1036
CONTRACTOR'S NAME AND ADDRESS Copenhagen Utilities & Construction P.O. Box 429 Clackamas, Oregon 97015		F.A. PROJECT NO. IX-9302(3) DATE PREPARED May 4, 1984 EXTRA WORK ORDER NO. 2

THE FOLLOWING FORCE ACCOUNT WORK IS TO BE PERFORMED AND PAID FOR IN ACCORDANCE WITH THE CONTRACT TERMS:

DESCRIPTION OF WORK TO BE DONE —

The contractor will assist Portland Water Bureau crews by excavating for Water Bureau work that is reimbursable by the terms of our contract. In addition, a private 6" dia. sewer line that was accidentally severed by a Water Bureau crew will be repaired by the contractor.

LOCATION OF WORK (STATION NUMBERS) —

NW 29th Ave. (sta. "N" 569+91) to NW 24th Ave. (sta. 592+28)

COST ESTIMATE (LABOR EQUIPMENT AND MATERIALS) —

Labor	$2,700
Equipment	3,400
Materials	100
TOTAL	$6,200

SPECIFICATIONS AND OTHER PROVISIONS —

Contract specifications apply.

PREPARE A SEPARATE ORDER FOR EACH TYPE OF EXTRA WORK JOB. SUBMIT THE ORIGINAL THROUGH CHANNELS TO THE CONSTRUCTION BRANCH. AFTER APPROVAL, COPIES WILL BE SENT TO THE CONTRACTOR, THE REGION ENGINEER AND THE RESIDENT ENGINEER

PROJECT AUTHORIZATION	$ 2,249,049
ESTIMATED PROJECT COST INCLUDING WORK UNDER THIS ORDER	$ 2,317,805
ESTIMATED OVERRUN ~~UNDERRUN~~ 3.1 %	$ 68,756

SUBMITTED BY ~~(RESIDENT ENGINEER)~~ Project Mgr.
John Howard

APPROVAL RECOMMENDED (REGION)

APPROVED (CONSTRUCTION) for — DATE 5-4-84

APPROVAL RECOMMENDED

734-3200 (REV 2 81)

DS 5-18-84

April 10, 1984

Mr. Carl M. Goebel
Administrator
Bureau of Water Works
City of Portland
1120 SW Fifth Avenue
Portland, OR 97204

Water Main Relocation
NW 29th Ave-NW 24th Ave
(Portland) Section
FAU 9302 (NW Nicolai St.)
Multnomah County
Project No. IX 9302(3)

Dear Mr. Goebel:

Reference is made to my letter of November 30, 1983, which set forth the cost share percentages for the Bureau of Water Works and the Department of Transportation for the relocation of conflicting water main facilities on the subject project. The cost share was necessitated by the Bureau's upsizing the existing conflicting water mains. The cost share of 56.77% for the Department of Transportation and 43.23% for the Bureau of Water Works was approved by the Bureau of Water Works by their December 16, 1983 countersigning of my November 30, 1983 letter.

The NW 29th Ave-NW 24th Ave (Portland) Section of NW Nicolai Street was let to bid on December 15, 1983, and awarded to the low bidder; Copenhagen Utilities and Construction, Inc., 13600 Ambler Rd., (PO Box 429), Clackamas, OR 97015, on Dedember 22, 1983.

The low bids for the water main installation bid items are as follows:

Trench Excavation & Backfill	1,030 C.Y. @15.00 =	$15,450.00
16-inch Water Main	2,045 L.F @37.00 =	75,665.00
	Total cost	$91,115.00

The Department of Transportation's share of the installation cost (56.77%) is $51,725.99, and the Bureau of Water Work's share of the installation cost (43.23%) is $39,389.01.

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The Oregon State Attorney General's office has set forth an opinion, based on the statutes governing the allocation of highway construction cost, that the cost of non-highway construction (your water main installation in this case) must be deposited with the Agency administering the highway construction contract in advance of actual construction. State Highway Division will administer the contract for this project. Therefore, the Bureau of Water Works is requested to forward to the Oregon State Highway Division a check in the amount of $39,389.01 to cover the Bureau's share of water main installation cost. The check should be made out to The Oregon State Highway Division and sent to me at Room 5, Transportation Building, Salem, OR 97310. Your cooperation will be greatly appreciated.

Yours truly,

Jack M Cartwright

Jack M. Cartwright
Utility Relocation Coordinator

JMC/nv

bc~~: E. S.~~ Hunter
W. F. Cobine
E. L. Hardt
John Howard
R. L. Fleming
Jan Peterson
C. O. Fredrickson - w/OFW#5

9795

F

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(3)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

3-14-84

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1-26-84

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:
NW 29th Avenue - NW 24th Avenue

11. GENERAL DESCRIPTION OF WORK
Furnish power poles for temporary lighting

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 1-26-84 as requested in Mr. Fredrickson's letter of 3-9-84 as being cost effective for the use of State forces to proceed with the above work. State Force Order No. 3 is approved for a TEC of $3,880.61 Federal Funds $3,298.

RECEIVED
STATE HWY ENGR
MAR 29 '84
REFER TO Potter
FOR
Info | Int-es | R/D | D,R | Sign | Act | File

14. DATE 3-14-84

15. SIGNATURE OF APPROVING OFFICIAL Robert B.

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)

PREVIOUS EDITIONS MAY BE USED

F

STATE OF OREGON
RAILROAD & UTILITY UNIT 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: ✓ Robert Gormsen
Commission Services

DATE: March 5, 1984

FROM: RDTrygstad

Roger D. Trygstad, PE
Railroad & Utility Engineer

RAILROAD COMPANIES
FILE No. 1137

SUBJECT:

NW 28th Avenue-NW 24th Avenue Section
NW Nicolai Street
Contract No. 9745
ODOT Agreement RR-1137

Attached is the State's copy of the fully-executed agreement with Burlington Northern relating to the subject project.

RDT/llr

Attachment

cc: D. E. Wilken, FHWA - w/copy
C. O. Fredrickson - w/copy
Vern Skoog - w/copy
Wayne Cobine - w/copy (2)
E. L. Hardt - w/ copy
John Howard - w/copy

3/2/84 [illegible]

81-125-1387

rll

U. S. DEPARTMENT OF TRANSPOF TION
FEDERAL HIGHWAY ADMINIS. .TION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(3)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/18/84

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:

NW 29th Avenue - NW 24th Avenue (Portland)

11. GENERAL DESCRIPTION OF WORK

Corrected PR-1240

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ XX OTHER *(Specify)* See Below

13. REMARKS

My PR-1240 dated 2/7/84 approving agreement with "Southern Pacific Railroad Company" is corrected to read Burlington Northern Railroad Company.

RECEIVED
STATE HWY ENGR
FEB 16 '84
REFER TO Potter
FOR

Info	Inve.	R/D	D.R	Sign	Act	File

Orig. to 2/16

14. DATE 2/14/84

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

9745

nig cc: OSHD (Coul er)

U. S. DEPARTMENT OF TRANSPO TION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(3)

2. STATE PROJECT NO. See Below

2A COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division
Salem, Oregon

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1-18-84

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:
NW. 29th AVENUE - NW. 24th AVENUE (PORTLAND)

11. GENERAL DESCRIPTION OF WORK
Track and Crossing Work

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Potter's February 1, 1984 letter, you are authorized to proceed with the work covered by the Agreement with the Southern Pacific Transportation Company approved by the Highway Division on January 18, 1984 at a total estimated cost of $19,333; Federal funds $16,433.

An approved copy of the Agreement is returned herewith.

The above authorization is contingent upon modification of Project Agreement if additional funds are required.

RECEIVED
STATE HWY ENGR
FEB 10 '84
REFER TO Potter
FOR
Info Inves R/D D-R Sign Act File

Orig to
2/10

14. DATE 2-7-84

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hosner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
PRO 6-2

Date: February 1, 1984

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Proposed Railroad Agreement
Project No. IX-9302(3)
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Sec.
N.W. Nicolai St.
Multnomah County

I request your approval of the enclosed proposed agreement with Southern Pacific Transportation Company, which was approved by the Highway Division on January 18, 1984 on the subject project. The estimated total cost for work by the railroad is $19,333.

I further request authorization to proceed with work by the railroad as of January 18, 1984 with no increase in obligation of funds at this time.

CL:bkb
Enc.

cc: R. Trygstad
General Files

Form 734-3122

January 10, 1984

Copenhagen Utilities & Construction, Inc.
P. O. Box 429
Clackamas, OR 97015

CON 5
#9745

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

> Contract No. 9745 for work on the N.W. 29th Avenue-N.W. 24th Avenue (Portland) Section of FAU 9302 (N.W. Nicolai Street) in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc
Encl.

cc: United Pacific Insurance Company
825 N.E. Multnomah, Suite 300
Portland, OR 97232

United Pacific Insurance Company
Bond Department
33405 - 8th Avenue So. C-3000
Federal Way, WA 98003

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
E. L. Hardt
John Howard

Copenhagen Utilities & Construction, Inc.

CU&CC

Contractors
& Engineers

13600
Ambler Road
Clackamas,
Oregon 97015

P.O. Box 429

Portland,
503 654-3104

3180
Meadow Lane
Eugene,
Oregon 97402
503 688-9211

December 21, 1983

State of Oregon
Office of Commission Services Room 121
State Transportation Building
Salem Oregon 97310

Re: NW 29th Ave - NW 24th Ave (Portland), Highway FAU 9302, Multnomah County; Minority Participation #9745

To Whom it may concern:

Based on quotes received and committments made by the various subcontractors who have quoted to us, the following DBE's & WBE's are considered for participation in the NW 29th Ave - NW 24th Ave (Portland) project on NW Nicolai street, Portland, should we be awarded the project.

1. Castle Rock Construction WBE
   707 Milton Road
   Castle Rock Washington 98611

   Bid Items 29, 30, 31 & 32.
   Concrete Work Approx Value $65,000.00

2. Ed Galang Enterprises D.B.E.
   4904 NW 48th Ave.
   Vancouver, Washington

   Bid Items 14,
   Furnish and deliver ballast rock $3,500.00

   Bid Items 15 & 18
   Deliver Paving Materials $28,000.00

3. Salt & Pepper Construction
9015 N Hamlin
Portland, Oregon

Bid Items 7, 8 & 9
Deliver construction materials and provide dump site and haul spoils away $28,000.00

Sincerely,

COPENHAGEN UTILITIES & CONSTRUCTION, INC.

Robert C Heiberg

Robert C. Heiberg

RH/lg

RECEIVED
[illegible] 1983
COMMISSI[illegible] SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

774

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

December 20, 1983

In Reply Refer to
File No.
PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: N.W. 29th Ave.-N.W. 24th Ave. (Portland) Section
FAU 9302 (N.W. Nicolai St.)
Multnomah County

Tentative concurrence is requested in the award of contract for the subject project. The bid was received on December 15, 1983 with Copenhagen Utilities & Construction of Oregon submitting the low bid in the amount of $1,946,775.00. The low bid is $314,402.75 or 19.2% over our Engineer's Estimate of $1,632,352.25. Four other bids were received in the amounts of $1,989,396.00, $2,137,740.00, $2,200,129.20 and $2,246,798.60. There were 84 sets of Plans and Specifications taken out on this project; 20 of which were bidding plans and 64 were informational, indicating a good response to our advertisement.

We have reviewed the contractor's bid prices and recommend that the low bid be accepted. The Engineer's Estimate did not account for ordering some custom railroad crossing material from specialized railroad equipment suppliers and other items listed in the attached Chief Cost Engineer's Report.

We believe it is in the public interest to accept the low bid because of the close competition between the bidders and the good bidder response, (5 bids from 20 bidding plan holders), we feel it is not likely that a lower price would be received after readvertising, and none of the items can be deleted to reduce the project cost.

G. K. Hosner*
Federal Highway Administration Endorsement
Date: 12-21-83
Tentative Concurrence
Dale E. Wilken
Division Administrator

*Subject to a new bid price being negotiated for any quantity in excess of the 600 tons contained in the bid documents for Bid Item #14 (ballasting).

DAR:pf
cc: Hal Versteeg
Warren Richards
Files

Form 734-3122

STATE OF OREGON

INTEROFFICE MEMO

TO: Highway Construction 378-6386

DATE: December 16, 1983

E. S. Hunter

FROM: Ass't. State Highway Engineer

Warren Richards

SUBJECT: Warren Richards
Chief Cost Engineer

December 15, 1983 Bid Letting
NW 29th Ave.-NW 24th Ave.

RECEIVED TECHNICAL SERVICES
[illegible] 14 '83
REFER TO
FOR

File	
Act	
Sign	
D/R	
R/D	
Inves	
Info	

Five bids were received on the subject project with the apparent low bid 19 percent above the Engineer's Estimate. The bids ranged from $1,946,746 to $2,246,798, which indicates competitive bidding.

The Engineer's Estimate was low for the railroad items. The railroad had insisted on hardwood ties which cost approximately twice the cost of fir ties. We failed to allow for this increased cost in our estimate. We also had no prior experience with estimating the cost of railroad turnouts and this contributed to our low estimate. We were $150,000 low for items 11, 12 and 13 which were for rail, tie and turnout work.

The specifications allowed only three possible sources for the rubber railroad crossing material. When we contacted them for prices, all of the sources said their regular product would not fit the geometric requirements for the railroad diamonds and turnout section. They would not speculate on the cost for a custom order or even if they could fill such as order. We therefore advised the Specifications Unit of the responses and based our estimate on the cost of straight sections plus a factor. Our factor was obviously not high enough as the apparent successful supplier said his price, f.o.b. Portland, was $400,000. We had estimated the cost to both furnish and install items 33 and 34 at $402,750. We were therefore approximately $60,000 low.

We were around $40,000 low on the general excavation item. We had not allowed for a risk factor to cover the cost of concrete removal work that the special provisions advised the bidders might be required. Salvaging of Belgium blocks may also be required and we failed to allow for this possible cost. We had anticipated a higher than usual cost for excavation due to the restrictions on closing the access to local businesses but should have allowed even more to cover work disruptions and overtime.

The removal of structures and obstructions had been estimated at $35,000 but, due to an error by our office in recording the estimate, the Engineer's Estimate included only $5,000 for the work.

Our estimate for mobilization was based largely on the basis of a percentage of the cost of other items of work. We had used too low of a percentage in our estimate and the percent was based on a figure that was $250,000 low for the reasons noted above. We should have estimated the item $50,000 higher than we did.

E S Hunter
E. S. Hunter

Date 12-16-83

The above errors total $330,000 which would increase the Engineer's Estimate to $1,962,352.25, which would be between the first and second bidder. I therefore recommend the low bid be accepted.

When reviewing the prices bid, I noticed that Item 14, Ballasting, was bid much higher than anticipated. I asked both the field office and design people to check the quantity and they confirmed that the estimated quantity was low. While their results varied some, both were around 1,000 tons higher than the figure used for bid purposes. The field office also advised that the quantity could go higher if new ballast material is needed for areas now covered by pavement.

We had estimated the item at $7 per ton which was probably a little low. I can see where we probably should have estimated it at $10 per ton. I know that one contractor received railroad subcontractor quotes varying from $10 to $50 per ton and another prime bid $7 per ton based solely on delivered price quotes. It appears some of the railroad subcontractors may have caught our quantity error. The cost of bringing in a tamping machine may have been included in the unit price of the higher quotes. The contractor bid $53 per ton, which would indicate a possible unbalancing of $43 per ton with an overrun of 1,000 tons or more anticipated.

WR:mk

CAW/M4

cc: C. T. Keasey
J. H. Versteeg
D. E. Swan

December 1, 1983

RECEIVED
TECHNICAL SERVICES

DEC 5 '83

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

TO: D. E. Wilken, Division Administrator
Federal Highway Administration
[illegible]
[illegible]

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Water Facilities Relocation
Bureau of Water Works
City of Portland
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Section
FAU 9302 (N.W. Nicolai St.)
Multnomah County
Project No. IX-9302(3)

Here are copies of estimates of cost to relocate and adjust fire hydrants; raise CIV boxes, reconstruct meter vaults, adjust services and relocate meter vaults; to inspect water main being installed by ODOT contractor and make necessary connections of existing system of water main being installed by ODOT contractor, dated October 27 and October 31, 1983, and a sketch showing their proposed relocation.

A certification prepared by Richard L. Fleming as to the City's rights in the land occupied by their facilities is in our files.

The conflict was anticipated. The Bureau of Water Works was advised verbally of the conflict at a utility coordinating meeting on December 15, 1981. Continuing negotiations have been carried on since then for the relocation work. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will not be issued as the facilities occupy City street right of way.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a segment of facilities less than one mile in length of the project by the facilities.

There is a betterment derived from the proposed adjustment of the Bureau of Water Work's facilities and has been provided for in the estimate for the work to be done by the ODOT contractor.

Your approval of the actual cost agreement, as evidenced above, and confirmation of your advanced authorization to proceed with the work as of November 18, 1983 under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $130,524.

JMC/GAP/llr
Enclosure
cc: E. S. Hunter
D. E. Swan
Jack M. Cartwright
R. L. Fleming

RECEIVED
TECHNICAL SERVICES
NOV 29 '83
REFER TO
FOR
Info Inves R/D D/R Sign Att File

November 28, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Water Main Relocation
Bureau of Water Works
City of Portland
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Section
FAU 9302 (N.W. Nicolai St.)
Multnomah County
Project No. IX-9302(3)

Here is a copy of an estimate of cost for the 16-inch water main relocation work to be done by the State's highway project contractor, dated November 4, 1983, and a sketch showing their proposed relocation. Cost estimates for work to be done by the Bureau will be submitted by separate letter.

A certification prepared by Dick Fleming as to the City's rights in the land occupied by their facilities is in our files.

The conflict was anticipated. The Bureau was advised verbally of the conflict at a utility coordinating meeting on December 15, 1981. Continuing negotiations have been carried on since then for the required relocation work. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will not be issued as the City's facilities occupy City street right of way.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a segment of facilities less than one mile in length.

There is a betterment derived from the proposed adjustment of the Bureau's facilities and has been provided for in the attached estimate. Cost share figures reflect betterment of increasing pipe size from 6-inch to 16-inch between N.W. 26th Ave. and N.W. 24th Ave., and replacement of non-conflicting water mains for Bureau's benefit.

Your approval of the cost sharing agreement, as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $74,231.

JMC/GAP/llr
Attachment
cc: E. S. Hunter
    D. E. Swan
    Jack M. Cartwright

rll

U. S. DEPARTMENT OF TRANSPORT
FEDERAL HIGHWAY ADMINISTR.

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(3)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00049

11-22-83

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/22/83

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:

NW 29th Avenue - NW 24th Avenue (Portland)

11. GENERAL DESCRIPTION OF WORK

Utility Adjustment

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ XX OTHER *(Specify)* Utility Adjustment

13. REMARKS

As requested by Mr. Jack Cartwright's letter of 11/18/83 and Mr. Potter's letter of 11/28/83 this will confirm my advance approval date of 11/18/83 to include utility work for the City of Portland Bureau of Water Works relocation of water lines in the PS&E approved 11/22/83 and in the construction contract for the subject project since the utility is not adequately staffed or equipped to perform the work. TEC of $74,231 Federal Funds $63,096 is approved for inclusion in the PS&E Estimate. It should be noted this approval is subject to the difference in cost in upgrading pipe size from existing sizes to be determined by bid prices and the Bureau's cost for betterment be defined and charged.

I approve the Agreement with the City of Portland Bureau of Water Works.

Approval and participation for the eligible portion of the work authorized above is subject to the provisions of the Federal-aid Program Manual.

RECEIVED
STAT HWY ENGR
DEC 5 '83
li
REFER TO
Potter
FC
Info | Inves | R/D

14. DATE 11/22/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hosmer

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(3)
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/22/83
8. FEDERAL ROUTE NUMBER FAU 9302
9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:

NW 29th Avenue - NW 24th Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Revised PS&E

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Anticipated items as shown in your "PS&E" estimate dated 11/18/83.

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Potter's 11/21/83 request and certifying statements are accepted.

Revised PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $1,821,380 Federal Funds $1,548,172.

A signed copy of the Title Sheet is returned herewith.

(Increase TEC $54,707 Federal Funds $46,501)

RECEIVED
STATE HWY ENGR
DEC 5 '83
REFER TO Potter
FOR
Info | Instr | R/D | D/R | Sign | Act | File

14. DATE 11/22/83
15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassin
16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

November 18, 1983

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

ATTN: C. T. Christianson, Area Engineer

Jack M Cartwright

FROM: Jack M. Cartwright
Utility Relocation Coordinator

NOTED
E. S. HUNTER

SUBJECT: Federal Participation Eligibility Date
Water Facilities Relocation
Bureau of Water Works
City of Portland
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Section
FAU 9302 (N.W. Nicolai St.)
Multnomah County
Project No. IX-9302(3)

Confirmation of your verbal authorization for the City of Portland's Bureau of Water Works to proceed with the relocation of their water hydrants, meters, services, meter vaults, meter boxes and misc. facilities in conflict with this project as of November 18, 1983 is requested. The Bureau's work also includes the connection of the water main being relocated by State's contractor and inspection of contractor's water main relocation work. Estimates of cost have been received from the Bureau in the amount of $130,430. The estimate is presently being reviewed by Highway Accounting Section and will be forwarded for your review and approval by separate letter. Federal participation in the cost of the relocation work is subject to FHWA's review and approval of the estimate of cost.

Advanced authorization date of
November 18, 1983 is approved

CT Christianson
C. T. Christianson, Area Engineer

RECEIVED
TECHNICAL SERVICES
NOV 23 '83
REFER TO
FOR

JMC/llr
cc: E. S. Hunter
D. E. Swan
E. L. Hardt
R. L. Fleming
Pete Gonzalez

October 10, 1983

Mr. Bud Bacon
Supervisor Contracts
Burlington Northern
2000 First Interstate Center
999
Seattle, WA 98104

DES 22

Dear Mr. Bacon,

Thank you for your offer to help us with the railroad related specifications for the N.W. 29th Avenue-N.W. 24th Avenue project on N.W. Nicolai in Portland. Bill Bergstedt has discussed this project with you and the results of those discussions are reflected in the enclosed specifications.

We are hoping to advertise this project on October 27 for a November 17 bid opening. Our ability to hold that schedule will depend upon the time required to finalize these specifications.

Your review is a key element in that finalizing process. I am hopeful that you will be able to give us your comments by October 18. If you cannot respond that quickly, please let me know what schedule is acceptable to you.

Again, I want to thank you for your help with this review.

Sincerely,

Stephen H. Macnab, P.E.
Specifications Engineer

Enc.

SHM:ja

bc Don Adams
Roger Trygstad

1 Versteeg ✓
Anderson
Adams
Macnab
Steudenmeyer
Turpin
Trout
Wakerlig
RECEIVED
OCT 13 1983
ROAD DESIGN SECTION
Do Not File
Return To
Bring Up
Action

STATE OF OREGON
TECHNICAL SERVICES BRANCH

INTEROFFICE MEMO
PRO 3

TO: MEMO TO THE FILE

DATE: August 11, 1983

FROM: J. B. Boyd
Acting Asst. State Highway Engineer

SUBJECT: N.W. 29th Avenue-N.W. 24th Avenue (Portland)
Nicolai Street

In consultation with Don Adams and Steve Macnab, I have considered the below-listed factors and with Al Harwood in agreement, have removed the subject project from the August 11, 1983 bid letting.

Several contractors had been making several inquiries of Region to clear up inconsistencies in the plans and specifications. The nature of these inconsistencies and the extent of them leads to the conclusion that it would be unfair to ask a contractor to put himself at risk in bidding on these items and it would be unfair to the State in that the lowest bid could not be assured.

In reaching this decision, I took into consideration the desires of the City of Portland and the question of funding. Funding seems to be little or no problem. Funds have been obligated so they are set aside in reserve for this project. The City of Portland is not anxious to let this contract at a time that could lead to initial work this fall that would be left open during the winter. The City prefers to have the contract bid a little later to allow the contractor time to have the special materials on hand before he starts work in the spring.

Specific items that were ambiguous or inconsistent are as follows:

1. Ballast. The bid item for the ballast is by the lineal foot. The bid item for the rail is also by lineal foot. These two items are not equal and it is uncertain to several of the contractors how to estimate the quantities for ballast. Lineal foot bid item follows standard railroad practice. The discrepancy could be a ballast reduction at the rail crossings, spur tracks, intersections where two rails run over the same ballasted area. However, actual count is not certain.

   Another question involving ballast are the inconsistencies in plans and specs, where the plans call for 8-foot ties and the specifications call for 8-1/2-foot ties. And, under the rubber crossings, 9-foot ties are required. Where the ballast is bid by the lineal foot, these inconsistencies make it even more difficult for the contractor to estimate quantities.

2. The contract calls for 155-pound rail bolted together except that it has to be welded in paved areas. Probably 90% of the job has pavement for track crossings, so almost all the rail connections would have to be welded. There are no welding specifications or calls for welding testing in the special provisions. This is not consistent with what Tri-Met has done in the past, as Al Harwood points out, nor is it consistent with our experience in the contract on Front Street involving the Burlington Northern. On that contract, the Burlington Northern performed X-ray testing on the rail and rejected a considerable number of welds.

3. There are two switches on the railroad track that are to be removed. However, it was not clear whether it was simply the switches in the roadway only, or included linkages to those switches, and/or the switchboxes off to the side that were also to be removed under this contract.

4. There are some inconsistencies in the amount of pay quantity for extra paving on the crossings. This is not a big item but it does represent about a 40% change in that bid quantity.

5. Our contract specifications call for using new material in the project. However, the special provisions prepared under railroad guidance allows re-use of salvaged connector plates to install the rail.

Al Harwood has a number of other items that he has not mentioned at the writing of this memo. He will forward his documented concerns in a memo later this week.

There seem to be several things influencing this problem of inconsistency with the railroad bid items. The Specifications Unit was advised to use an earlier contract that involved the Burlington Northern Railroad. The Burlington Northern contract in Beaverton over the Tualatin Valley Highway was in fact used. This job did not have any paved crossings and, as it turned out, was an unfortunate choice of project to use as a guide.

In addition, Burlington Northern is understaffed and apparently either did not review the specifications or failed to notice the anomalies in the specifications, particularly the lack of welding specifications, when they did perform a review.

Bidding and/or contract administration of the contract as written for August 11 would probably have led to a higher cost project. Contractor bids would probably have been either very conservative to protect themselves against contract misinterpretation or, on the other hand, the bidder might bid very low and take the gamble that he would be able to recoup from his low bids based on price agreement negotiation to clarify the contract ambiguities.

Proceeding with these known inconsistencies under these circumstances does not seem prudent and for that reason, the contract was pulled from the letting.

DRA:ja

cc E. S. Hunter
Gary Potter
J. H. Versteeg
Don Adams
Steve Macnab
Al Harwood

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(3)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 7/20/83

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:
NW 29th Avenue - NW 24th Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK
Revised PS&E

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Mr. Potters 7/18/83 request and certifying statements are accepted.

Revised PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $1,766,673 Federal Funds $1,501,671.

A signed copy of the Title Sheet is returned herewith.

(Decrease TEC $131,863 Federal Funds $112,083)

RECEIVED
STATE HWY ENGR
JUL 25 '83
REFER TO Potter
FOR

Info	Inves	R/D	O/R	Sign	Act	File

Original
coll. to
7/25

14. DATE 7/20/83

15. SIGNATURE OF APPROVING OFFICIAL
Halach

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

March 9, 1983

RECEIVED
TECHNICAL SERVICES
MAR 10 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: D. E. Swan, PE
Acting Program Section Manager

SUBJECT: Water Facilities Relocation
Bureau of Water Works
City of Portland
N. W. 29th Ave.-N. W. 24th Ave. (Portland) Section
N. W. Nicolai Street
Multnomah County
Project No. IX-9302(3)

Here is a copy of an estimate of cost to adjust the Bureau of Water Works, City of Portland facilities dated August 24, 1982, and a sketch showing their proposed relocation.

A certification prepared by Gary Kennen as to the Bureau's rights in the land occupied by their facilities is in our files.

The conflict was anticipated. The Bureau was advised verbally of the conflict at a utility meeting on December 15, 1981. Continuing negotiations have been carried on since then for relocation. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will not be issued as these are City utilities on City streets.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves crossings of the project by the facilities.

There will be no betterment derived from the proposed adjustment of the Bureau's facilities.

Your approval of the actual cost agreement, as evidenced above, and authorization to proceed with the work under provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $81,376.00.

JMC/DES/llr
Enclosure
cc: E. S. Hunter, Jack M. Cartwright, Gary Kennen

200

STATE OF OREGON **INTEROFFICE MEMO**

TO: HAL VERSTEEG
Road Design Engineer

DATE: February 14, 1983

FROM: EDWARD L. HARDT
Metro Region Engineer

Edward L Hardt

SUBJECT: NW 29TH-NW 24TH AVE. SECTION
NW NICOLAI STREET

Versteeg ✓
Adam
Sullivan
2

RECEIVED
FEB 15 1983
ROAD DESIGN SECTION

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Under date of February 7, 1983 I received a letter from the City of Portland outlining the changes that they wish to make in the Nicolai Street project. These changes stem from negotiations which the City has done with Cal Bag Metals, Expressway Development Company, and Mercer Industries regarding the accesses to these businesses during construction.

I've attached a copy of the City's letter for your reference. Also attached are the right-of-way permits covering these three businesses, letters of commitment sent to the businesses by my office and Commissioner Lindberg's office, and a packet of data that shows revisions to the alignment of the Cal Bag spur track.

We have reviewed the right-of-way permits for the three businesses and compared the requirements therein with the special provisions for the project, as written several months ago. Listed below are those areas where we believe changes in the special provisions should be made in order that they conform with the permits.

> Permit Reference R/W File No. 52843, Exhibit A, Item 9; Permit Reference R/W File No. 52840, Exhibit A, Item 13; Permit Reference R/W File No. 52842, Exhibit A, Item 10. Section 108.04 of the special provisions should be modified to include a paragraph indicating that: In addition to the regular preconstruction conferences normally held, the contractor will be required to meet individually with designated representatives of businesses, as listed below, and the engineer to discuss businesses' concerns and construction activities affecting them. (1) The Expressway Development Company (concerned with the Nike Building), (2) A. Victor Rosenfeld (Cal Bag Building), and (3) Mercer Industries, Inc. (Mercer Steel Fabrication Plant).
>
> Permit Reference R/W File No. 52842, Exhibit A, Item 5. Modify Section 107.18, Stations of Access: 589+74 Rt. to read: 589+74 Lt. Cal Bag Metals: Maintain full-width access 7:00 AM to 5:30 PM on weekdays. Station of Access: 593+30 Lt., restrictions should read: "Open during weekdays unless . . . closure."
>
> Permit Reference File No. 52842, Exhibit A, Item 8. Reflection of this item in the specifications may require an additional sentence to paragraph 9, page 17, under Railroad Construction Limitations indicating that: Steel plates will be available to provide temporary access in the

Reviewed OK A.

area of use by trucks and semi-trailers. This may also require a footnote under Section 107.18 for Stations of Access 589+74 Lt., 588+14 Lt. and 586+74 Lt. indicating that: Contractor will have adequate steel plates available to provide temporary access for trucks and semi-trailers.

Permit Reference R/W File No. 52840, Exhibit A, Item 6. This condition will require an added sentence to paragraph 7, page 17, under Railroad Construction Limitations, to indicate: Service shall not be interrupted to Mercer Steel more than 14 days at a time after each stipulated 7-day notice.

Permit Reference R/W File No. 52840, Exhibit A, Item 7. This requires modification to Section 107.18, Station of Access: 585+00 Lt. under restriction. Restriction should read: Maintain half-width access.

Permit Reference R/W File No. 52840, Exhibit A, Item 8 and 9. This requires modification to Section 107.18, Station of Access 584+07 Lt. Modify restrictions to read: Maintain half-width access. The defined break in access being at Station 584+17 (existing catch basin).

Permit Reference R/W File No. 52840, Exhibit A, Item 10. There is a need for a paragraph in the special provisions to the effect: The contractor is required to maintain a surfaced area outside of the travelway between Engineer Station 584+00 and 585+50 (area of Mercer Steel Fabrication) adequate to store semi-trailer trucks awaiting access to Mercer Steel. This would need to be applied weekdays, 6:30 AM to 5:30 PM (hours of plant operation). A letter to the Specification Section July 30, 1982 suggests that the contractor be required to place a treated base surfacing between those stations the same day the roadway excavation occurs, therefore maintaining adequate area. It appears this type of restriction might be placed in specification provisions Section 104.05, or 107.18, or in 108.04.

Permit Reference R/W File No. 52840, Exhibit A, Item 11. Under Section 107.18, Stations of Access, place an additional entry for Station 584+07 Lt., additional restriction. Disruption to the paved access surface of the facility for the purpose of installing the railroad diamond crossing be limited to night or weekend work with the areas adequately backfilled or planking to permit access during 6:30 AM to 5:30 PM weekdays. Note: This special provision may better fit under Section 108.04, Railroad Construction Limitations, paragraph 7, page 17.

The design change to Option 4 at the Cal Bag property eliminates the need to modify their loading dock. Paragraph 3, page 17, under Railroad Construction Limitations, should be modified to reflect the loading dock not being modified.

With such significant concern about access to businesses throughout the project, it is felt that a special caution should be placed either in Section 107.18, Public Safety and Convenience, or in the specification covering the specific bid item, Section 608, expressing that: High strength/early cure Portland Cement concrete may be required to adequately attain strength in a short period of time for heavy truck use, where driveway access is required to be maintained weekdays. Another approach would be to caution the contractor that protection of recently installed surfacing (by steel plating) may be required to allow the access required under the special provisions. A comment regarding payment for this type of treatment would also be required.

Additional specification transmitted since the writing of the specifications should be reviewed for inclusion as listed: Letter to Hal Versteeg, November 30, 1982; letter to Jack Sullivan, December 2, 1982; letter to Jack Sullivan, December 13, 1982 (copies attached), all from Curt Duval.

The City's letter suggests that we have a separate bid opening for the project. I've learned that we are having many bid openings through March and April, so I don't believe a separate one would be justified or needed. Don Fantz, phone 653-3240, has done the comparison work between the permits and the existing special provisions, so if you have any questions about that, please contact Don.

ELH/cp
cc Jim McClure
John Howard w/attachments
Steve Green

CITY OF
PORTLAND, OREGON
DEPARTMENT OF PUBLIC WORKS

Mike Lindberg, Commissioner
Bureau of Street & Structural Engineering
1120 S.W. 5th Avenue, Room 802
Portland, Oregon 97204-1971
(503) 796-7004

February 7, 1983

Mr. Edward Hardt
Region Engineer-ODOT
Oregon State Highway Division
9002 SE McLoughlin Boulevard
Milwaukie, Oregon 97222

Re: NW 29th Avenue - NW 24th Avenue Section
FAU 9302 (NW Nicolai Street)

Dear Ed:

Enclosed are the following documents:

1) Option-4 plan for the spur track serving Cal Bag Metals.
2) Fully executed rights of way documents for Cal Bag Metals, Expressway Developing Co. and Mercer Industries (Steve Green has originals).
3) Letters of commitment sent to these three corporations bearing your signature and that of Commissioner Lindberg.

Since these documents represent the settlement of the issues identified in my letter of November 3, 1982, to H. Scott Coulter, it is now appropriate to proceed with the letting of this project. However, we have several concerns which must be addressed in order to successfully complete the project. These are:

1) The contract special provisions must fully include all the relevant provisions contained in the executed rights of way agreements and letters of intent.
2) The plan for the Cal Bag spur must be modified to be in accordance with the Option 4 drawing. The Burlington Northern railroad has been contacted and has no objection to this track work. It has been recommended to us by industry experts that heavy rail (115 lbs. or better) be utilized for this spur together with the appropriate inner guard rail. Particular attention must be given the proper installation of the secondary turnout serving the Nike building.

3) Plans and specifications, when finalized, should be sent to the recipients of the letters of intent for their information.

4) We feel it is appropriate and necessary to conduct a pre-bid meeting to specifically point out to potential bidders the criticality of access requirements, etc. Vic Rhodes, of this office, will be available to explain these based on our numerous conversations with the property owners. In order to receive good attendance and to highlight the difficulties of this project, we would recommend a separate, single letting for this project.

As you are aware, construction management of this project will be difficult at best. Given our experience to date we feel it is critical that your construction manager have sufficient time and resources to adequately monitor the project and deal directly with the abutting businesses. We are aware of your heavy construction work load but hope that you can make whatever adjustment you feel are necessary to handle this project. Perhaps some sort of monthly newsletter would help keep everyone advised of progress on the job and what will be occurring in the next month.

If City staff can be of additional assistance, please contact Vic Rhodes at 796-7155. We appreciate your patience and continued assistance in successfully completing this project.

Sincerely,

Richard O. Schmidt VFR

Richard O. Schmidt
Highway Coordinator

ROS:VFR:jw

cc: Geoff Larkin
Steve Green
John M. Lang

7/15

CITY OF
PORTLAND, OREGON
OFFICE OF PUBLIC WORKS

Mike Lindberg, Commissioner
1220 S.W. Fifth Ave.
Portland, OR 97204
(503) 248-4145

January 24, 1983

Mr. H.A. Anderson
Expressway Developing Company
P.O. Box 10067
Portland, Oregon 97210

RE: NW Nicolai Reconstruction

Dear Mr. Anderson:

As the result of our discussions regarding the Nicolai Street project the following conditions will be specifically included in the contract documents relative to your facility:

1. One of the two driveways servicing the main parking area and leading to the loading docks to the rear of the building must remain accessible from 6:00 A.M. to 8:30 P.M., Monday through Friday for use by autos, trucks and semi-trailers.

2. When the westerly most driveway is intended to be used for truck access with the easterly driveway closed, seven calendar days notice must be given to Nike in order that they relocate on-site parking to provide sufficient maneuvering room for their trucks.

3. Because of the number of trucks, 90 per day, and the critical shipping schedules which Nike must maintain, delays occurring in access to the open driveway shall not be permitted to exceed ten minutes duration.

4. Contractor will be required to hold a preconstruction conference with your firms designated representative to discuss, in detail, his schedule and specifically how these conditions will be met. In addition, the ODOT Resident Engineer will conduct a walking tour prior to construction and will during this tour point out specific areas of construction activity which will be amply identified by paint markings or other means.

The contractors violation of any of these conditions shall be cause for suspension of all contract work pending immediate corrective measures by the contractor. If the contractor fails to take the necessary action State and/or City crews will be made immediately available to perform this work.

All areas of your property disturbed by the construction will be returned to a like or better condition upon completion.

Thank you for your cooperation in resolving this matter.

Sincerely,

Mike Lindberg

Mike Lindberg
Commissioner of Public Works

MDL:VFR:mm

FOR THE ODOT

ED HARDT
Region Engineer

1775

CITY OF
PORTLAND, OREGON
OFFICE OF PUBLIC WORKS

Mike Lindberg, Commissioner
1220 S.W. Fifth Ave.
Portland, OR 97204
(503) 248-4145

January 24, 1983

Mr. Victor Rosenfeld
Cal Bag Metals Company
P.O. Box 10067
Portland, Oregon 97210

RE: NW Nicolai Reconstruction

Dear Mr. Rosenfeld:

As the result of our discussion regarding the Nicolai Street project the following conditions will be specifically included in the contract documents relative to your facility:

1. No whole or partial driveway closures will be permitted between the hours of 7:00 A.M. and 5:30 P.M. on weekdays.
2. NW 25th Avenue closure is restricted per (1) above.
3. Rail access is scheduable and interruptable given seven calendar days notice.
4. Adequate steel plates will be available to provide temporary access at all times for small trucks and semi-trailers.
5. Contractor shall be required to carry sufficient liability insurance pursuant to normal ODOT policy.
6. Contractor will be required to hold a preconstruction conference with your firms designated representative to discuss, in detail, his schedule and specifically how these conditions will be met. In addition, the ODOT Resident Engineer will conduct a walking tour prior to construction and will during this tour point out specific areas of construction activity which will be amply identified by paint markings or other means.

The contractors violation of any of these conditions shall be cause for suspension of ~~all contract work pending~~ immediate corrective measures by the contractor. If the contractor fails to take the necessary action State and/or City crews will be made immediately available to perform this work.

All areas of your property disturbed by the construction will be returned to a like or better condition upon completion.

Thank you for your cooperation in resolving this matter.

Sincerely,

Mike Lindberg

Mike Lindberg
Commissioner of Public Works

MDL:VFR:mm

FOR THE ODOT

ED HARDT
Region Engineer

9745

CITY OF
PORTLAND, OREGON
OFFICE OF PUBLIC WORKS

Mike Lindberg, Commissioner
1220 S.W. Fifth Ave.
Portland, OR 97204
(503) 248-4145

January 24, 1983

Mr. Dan Mercer
Mercer Industries, Inc.
P.O. Box 10166
Portland, Oregon 97210

RE: NW Nicolai Reconstruction

Dear Mr. Mercer:

As the result of our discussions regarding the Nicolai Street project the following conditions will be specifically included in the contract documents relative to your facility:

1. The entrance to NW 25th Place must be constructed one-half at a time.

2. The main driveway to the Mercer Building may be constructed one-half at a time with the break occurring at the catch basin adjacent to the spur track.

3. Laying of the new rail lead line across the main driveway will require the same restrictions as in No. 2 above.

4. Rail access is schedulable and interruptable given seven calendar days notice to Mercer Industries.

5. Sufficient area shall remain available for trucks accessing your facility to pull out of traffic (eastbound) and then manuever (back) through your loading doors. In the event this is for some unforeseen reason not possible to maintain on a continuous basis a flagperson will be provided during those times that this arrangement is not operative.

6. Because of the location of the diamond cross-over in the center area of the driveway, it is required that this installation be accomplished at night or on weekends with the area adequately backfilled or planked to permit vehicular traffic during Mercer's working hours.

7. Contractor shall be required to carry sufficient liability insurance pursuant to normal ODOT policy.

8. Contractor will be required to hold a preconstruction conference with your firms designated representative to discuss, in detail, his schedule and specifically how these conditions will be met. In addition, the ODOT Resident Engineer will conduct a walking tour prior to construction and will during this tour point out specific areas of construction activity which will be amply identified by paint markings or other means.

The contractors violation of any of these conditions shall be cause for suspension of all contract work pending immediate corrective measures by the contractor. If the contractor fails to take the necessary action State and/or City crews will be made immediately available to perform this work.

All areas of your property disturbed by the construction will be returned to a like or better condition upon completion.

Thank you for your cooperation in resolving this matter.

Sincerely,

Mike Lindberg

Mike Lindberg
Commissioner of Public Works

MDL:VFR:mm

FOR THE ODOT

ED HARDT
Region Engineer

27[illegible]

STATE OF OREGON **INTEROFFICE MEMO**

26-1924

TO: JACK SULLIVAN
Specifications Engineer

DATE: December 2, 1982

Curtis H. Duval

FROM: CURTIS H. DUVAL
Location Manager

SUBJECT: N.W. 29th-N.W. 24th, Nicolai St.
Additional Information for Consideration
in Special Provisions

We feel the below listed information should be inserted in the special provisions of the subject project as the utility moves will have a major impact on the contractor during the life of the contract.

Either under the special provisions Section No. 105.06, Cooperation with Utilities, or in a paragraph under Section No. 108.04, Pre-Construction Conference, Schedule, and Limitations of Operations, there should be reference to some major utility work that should take place during the construction of the project as outlined below:

- During stage 1 of construction prior to the asphalt concrete pavement being placed, the contractor can expect the gas compnay to install, the full length of the project, a main feed line. Because of the necessity to maintain specific access during stage construction, substantial coordination with the gas company will be necessary and some consideration of the time for gas company work should be reflected in the schedule.
- During stage 2 prior to the placement of the asphalt concrete surfacing, the contractor can expect the Portland Water Bureau's own contractor to install a 16-inch watermain, full length of the project. Due to the necessity to maintain certain access during stage construction, substantial coordination will be required between contractor's work and consideration should be given in the scheduling. This is in addition to normal water bureau adjustment on the project. This circumstance may pertain to Standard Specs Section 105.07.

Part of the intent of allowing this major work to proceed during the contract time is to reduce the amount of disruption to the traveling public. In addition, the approach eliminates the need to cut out and replace substantial amounts of pavement or the possibility of re-opening a roadbed surface on a recently completed project.

po

81-125-1387

7745

DES 16 2W

STATE OF OREGON
ROAD DESIGN SECTION

INTEROFFICE MEMO

TO: John Howard (Portland)
Resident Engineer

DATE: November 5, 1982

FROM: Donald R. Adams DR Adams
Final Design Supervisor

SUBJECT: NW 29th Ave.-NW 24th Ave. (Portland)
FAU 9302 (NW Nicolai Street)
Multnomah County

Versteeg
Anderson
| Adams A
Olson
Sullivan
Terpin
Trout
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ROAD DESIGN SECTION

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The attached lists are the results of profile grade computations made by the 370 IBM system. If a revised computation is required showing additional breaks or correcting errors, mark the requirements on the data sheets clearly, with a note of explanation, and return to the Road Design Engineer for a rerun. The columns contain data as indicated below:

STATION	ELEVATION	OFFSET	TAN ELEVATION	GRADE AHEAD
526+00	172.01	0.03	171.98	.355645
526+50	172.16	0.0	172.16	.355645

The profile grades included in this tabulation are as follows:

9218-00	NW Nicolai Street ("N2" Line)	25' Right	Profile Grade
9218-01	NW Nicolai Street ("N2" Line)	25' Right	Subgrade
9218-02	NW Nicolai Street ("N2" Line)	11' Left	Profile Grade
9218-03	NW Nicolai Street ("N2" Line)	11' Left	Subgrade
9218-04	"CT" Line	Top of Rail	Profile Grade
9218-05	"RR" Line	Top of Rail	Profile Grade
9218-06	"WH" Line	Top of Rail	Profile Grade
9218-07	"CHB" Line	Top of Rail	Profile Grade
9218-08	"CB" Line	Top of Rail	Prodile Grade
9218-09	"CB2" Line	Top of Rail	Profile Grade
9218-10	"MS" Line	Top of Rail	Profile Grade
9218-11	"MS" Line	Top of Rail	Profile Grade

Attachments

cc: Jim Grassman

Contains
Recycled
Materials

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

10-22-82

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(3)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
NOV 1 '82
REFER TO [illegible]
FOR
Info Invest R/D D/R

Doug Swan 11/2

7. DATE AUTHORIZATION EFFECTIVE 10/22/82

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:

NW 29th Ave. - NW 24th Ave. (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Grade, drain, pave, R.R. Relocation and Illumination

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)*

Permanent Pavement Striping S.F.	$3,500
Remove Striping S.F.	2,400
on the job training	800

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate.

Mr. Swan's 10/22/82 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $1,898,536 Federal Funds $1,613,754.

A signed copy of the Title Sheet is returned herewith.

The above authorization is with the full understanding that Federal Funds will not participate in contract time extensions because of delays by utilities.

14. DATE 10/22/82

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region I
9002 SE. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

October 20, 1982

In Reply Refer to
File No

RECEIVED
STATE HWY ENGR
OCT 22 '82
REFER TO
Schwartz
FOR

Info	Inves	R/D	D/R	Sign	Act	File
☒	☐	☐	☐	☐	☐	☒

Dan Mercer
Mercer Industries
P. O. Box 10166
Portland, OR 97210

Vic Rosenfeld
Calbag Metals
P. O. Box 10067
Portland, OR 97210

Arland Andersen
Expressway-H. A. Andersen Co.
P. O. Box 6712
Portland, OR 97228

Gentlemen:

As a follow-up to our meeting last Friday, enclosed you will find a colored up print of our plan showing Nicolai Street and the revisions being made to the railroad line and rail spurs as part of our improvement project. I've also enclosed a copy of pages 11 through 18 of the special contract provisions for the project which deal specifically with how the contractor is to keep certain accesses open during construction.

You will note that the specifications refer to "stations of access". This is our method of denoting various features along the street. Each "station" is equivalent to 100 feet, that is, the distance between station 589 and 590 is 100 feet. For your convenience I have marked each "station" on the print to help you find any particular access point. The map is drawn to a scale of 1"=50'.

In order to acquaint the prospective bidders with the importance of keeping the truck accesses to Nicolai Street open at all times, we have scheduled a prebid meeting. This is a meeting held during the time the contractors are preparing their bids for the project in order to acquaint them with unusual features of a project so that they can prepare their bid accordingly. After the bids are opened and the successful bidder has been identified, and before any work starts on the project, we will have a preconstruction meeting with the contractor at which time he presents us with his schedule for the work and we discuss how the work will be conducted. You will be invited to this meeting in order for you to get acquainted with the contractor's and the Highway Division's project personnel who will be assigned to the project.

Form 734-1840

I'm confident with the specifications that we've prepared for the project, together with the meetings that we are scheduling as detailed above, that we will be able to conduct the project without any undue impact on your access to the street. If you have any questions about the project, please feel free to contact me.

Sincerely,

ORIGINAL SIGNED BY
EDWARD L. HARDT

Edward L. Hardt
Metro Region Engineer

ELH/cp
bc Fred Miller
H. S. Coulter
R. N. Bothman
Vic Rhodes
Steve Green
John Howard

2W

STATE OF OREGON INTEROFFICE MEMO

RECEIVED

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Copy

TO: MEMO TO THE FILE

DATE: October 19, 1982

ORIGINAL SIGNED BY
EDWARD L. HARDT

FROM EDWARD L. HARDT
Metro Region Engineer

SUBJECT NW 29th Ave.-NW 24th Ave. (Nicolai St., City of Portland)

On Friday morning, October 15, from 8:30 until 9:45, a meeting was held in the Mercer Steel Company conference room in Portland to discuss the Nicolai Street project. Attending were the following:

Dan Mercer, Mercer Industries
Neil McGee, Mercer Industries
Vic Rosenfeld, Calbag Metals
Arland Andersen, Expressway-H. A. Andersen Co.
Jim Kuffner, Mayor Ivancie's office
Elsa Coleman, Commissioner Lindberg's office
Vic Rhodes, City of Portland Public Works
Fred Miller, ODOT
Scott Coulter, ODOT
R. N. Bothman, ODOT
Ed Hardt, ODOT

The meeting was specifically called to discuss Mercer, Rosenfeld, and Andersen's concerns about the impact of the project on their businesses. They are fearful, especially Mercer and Rosenfeld, that construction activities will impair their truck access to their businesses. Their pitch was that the project isn't needed, the money should be spent somewhere else, there's nothing wrong with Nicolai Street, there's never been an accident on it, why should the railroad track be moved from the center of the street to the edge; generally, go away and leave us alone and take your project somewhere else.

Mr. Bothman pointed out that the project is one of several to solve the traffic congestion problem in Northwest Portland and has been worked on diligently by ODOT and the City of Portland for at least eight years. The concepts which finally resulted in the projects to improve Vaughn Street, Nicolai, and Yeon Avenue have had wide public involvement, both with the neighborhood group and the Northwest businessmen's group. Rather than pursue the ideas that the project should be moved somewhere else, the thrust of the discussions, as led by Mr. Miller, were towards identifying the specific concerns and complaints that the businessmen had and then dealing with those. As a result, the following items were identified as things that needed to be tended to.

(1) Specific conditions dealing with handling of the businesses' traffic during construction were committed to in a June 16 letter written by Vic Rhodes. Those conditions, in spirit, have been embodied in the job specifications but the businessmen want those mentioned in their right-of-way agreement. Vic Rhodes and Steve Green will see to that.

(2) The businessmen will be invited to the preconstruction conference so that they can get acquainted with the contractor and the project personnel and vice versa. Marion Craft and John Howard should remember to do this at the appropriate time.

(3) Each businessman will be sent a copy of the portion of the special provisions for the project that speaks to the contractor's requirements for traffic handling, as it affects the businesses, and they will also get a colored up print of a plan showing how the railroad spurs will be adjusted for the new railroad alignment. I will attend to that.

(4) Vic Rosenfeld is very concerned about the possibility that by moving the railroad tracks closer to the "Nike" building that there will be increased vibrations which will impact the sensitive equipment located in that building. He wants a guarantee that the operation will not be adversely affected. Vic Rhodes has drafted a letter for Commissioner Lindberg to send to Mr. Rosenfeld reassuring him on this point and that letter should be sent out soon.

(5) I believe it is the intent that the owner of the Calbag building, Mr. Rosenfeld, will be expected to alter his loading dock to accommodate the revised spur track location. He will be compensated by the right-of-way transaction for this cost. In order to know what this cost is, he needs to know where the cut line is on the loading dock. That line will be marked on the dock as soon as possible, hopefully Monday or Tuesday, October 18 or 19. Jim McClure is attending to this.

To acquaint the prospective bidders on the project of the sensitivity of the traffic handling, as it affects the three businesses mentioned above, it would be well for us to hold a prebid meeting. I have discussed this concept with the Specifications Section and it has been scheduled for November 4. Also, in a later conversation with Vic Rhodes, he suggested that our Administration send a letter to the utilities whose lines are to be moved as a part of this project impressing them with the need to keep the truck access to the affected businessmen kept open. Vic will send me some data from which to frame the letter.

Dan Mercer repeatedly mentioned during the course of this meeting the difficulty that he foresees in bringing the 70' long trucks which deliver reinforcing steel into his warehouse. They presently stop in the middle of Nicolai Street and back into the fabricating building. Vic

Rhodes mentioned that during stage one of the project it was intended that the contractor allow space in the middle of the street for the trucks to continue to do that. By copy of this memo I'm asking Jim McClure and Hal Versteeg to review all the construction stages of the project to make sure that some provisions are made for getting these trucks into the fabricating building. It may be that some additional specification should be written, also, to cover this.

By copy of this memo I'm alerting Project Manager John Howard that the three businessmen mentioned above, especially Mercer and Rosenfeld, are antagonistic towards the project, don't believe it's worthwhile, and most likely will continue to look for ways to criticize it. Consequently we must, during the course of the project, do whatever has to be done to make sure that their operations are not significantly impacted by the construction activities.

ELH/cp
cc Fred Miller
H. S. Coulter
R. N. Bothman
Hal Versteeg
John Howard
J. B. Boyd
Steve Green
Vic Rhodes, City of Portland

VICTOR ATIYEH
GOVERNOR

Oregon Transportation Commission

OFFICE OF ANTHONY YTURRI, 89 S.W. THIRD AVENUE, ONTARIO, OREGON 97914

October 13, 1982

In Reply Refer To
File No.:

MERCER INDUSTRIES, INC.
2636 NW 26th Ave.
P.O. Box 10066
Portland, OR 97210

Attn: D. E. Mercer

Dear Mr. Mercer:

I have reviewed your communications with respect to the relocation of the railroad main line from the center line of Nicolai Street, between NW 24th and 29th to a new location on the north sidewalk line of Nicolai Street.

I have also discussed this entire matter with the staff of the Transportation Department. Frankly, we do not see how we can be of assistance at this late date. As a matter of fact your problems are actually with the City of Portland because the DOT is in fact acting as an agent.

The matter is best defined and set forth in a letter written to me by Fred Miller, Director of the Department of Transportation. I have discussed this matter with him and asked that he set forth the Department's position. I am taking the liberty of enclosing a copy of his letter for it explains our position far better than I could otherwise do.

As much as we regret this, I feel that his letter states the position of the Commission as well as that of the Department.

Very truly yours,

Anthony Yturri

AYnb
encls.

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DOT DIRECTOR
OCT 18 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

RECEIVED
STATE HWY ENGR
OCT 19 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

FRED MILLER

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Oregon Transportation Commission

OFFICE OF ANTHONY YTURRI, 89 S.W. THIRD AVENUE, ONTARIO, OREGON 97914

October 13, 1982

In Reply Refer To
File No.:

EXPRESSWAY DEVELOPING CO.
2495 NW Nicolai St.
P.O. Box 10067
Portland, OR 97210

Attn: David Effenberger

Dear Mr. Effenberger:

I have reviewed your communications with respect to the relocation of the railroad main line from the center line of Nicolai Street, between NW 24th and 29th to a new location on the north sidewalk line of Nicolai Street.

I have also discussed this entire matter with the staff of the Transportation Department. Frankly, we do not see how we can be of assistance at this late date. As a matter of fact your problems are actually with the City of Portland because the DOT is in fact acting as an agent.

The matter is best defined and set forth in a letter written to me by Fred Miller, Director of the Department of Transportation. I have discussed this matter with him and asked that he set forth the Department's position. I am taking the liberty of enclosing a copy of his letter for it explains our position far better than I could otherwise do.

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Very truly yours,

Anthony Yturri

AYnb
encls.

RECEIVED
DOT DIRECTOR

OCT 18 '82

REFER TO

FOR

Info	Immed	R/D	D/R	Sign	Act	File

FRED MILLER

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Oregon Transportation Commission

OFFICE OF ANTHONY YTURRI, 89 S.W. THIRD AVENUE, ONTARIO, OREGON 97914

October 13, 1982

In Reply Refer To
File No.:

CALBAG METALS CO.
2495 NW Nicolai St.
P.O. Box 10067
Portland, OR 97210

Attn: A. Victor Rosenfeld

Dear Mr. Rosenfeld:

I have reviewed your communications with respect to the relocation of the railroad main line from the center line of Nicolai Street, between NW 24th and 29th to a new location on the north sidewalk line of Nicolai Street.

I have also discussed this entire matter with the staff of the Transportation Department. Frankly, we do not see how we can be of assistance at this late date. As a matter of fact your problems are actually with the City of Portland because the DOT is in fact acting as an agent.

The matter is best defined and set forth in a letter written to me by Fred Miller, Director of the Department of Transportation. I have discussed this matter with him and asked that he set forth the Department's position. I am taking the liberty of enclosing a copy of his letter for it explains our position far better than I could otherwise do.

As much as we regret this, I feel that his letter states the position of the Commission as well as that of the Department.

Very truly yours,

Anthony Yturri

AYnb
encls.

RECEIVED
DOT DIRECTOR
OCT 18 '82
REFER TO

FOR

Info	Ans	R/D	D/R	Sign	Act	File

FRED MILLER

Form 734-3122

ztw

STATE OF OREGON
RAILROAD & UTILITY UNIT 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: D. H. Moehring
Program Management Engineer

DATE: October 12, 1982

FROM: Roger D. Trygstad, PE RD Trygstad
Railroad & Utility Engineer

SUBJECT: Railroad Status Report
November 18, 1982 Bid Letting

The following is the status of Railroad negotiations on the listed project:

NW 29TH AVE. - NW 24TH AVE. (NW NICOLAI ST., PORTLAND) MULTNOMAH CO.
Project No. IX-9302(3)

No right of way is required from the Burlington Northern Railroad on this project as they are on franchise from the City of Portland. Our contractor will not be required to carry railroad protective insurance, nor will we have to pay protective costs. The Railroad will do work estimated to be $20,000.

I know of no reason at this time why the Railroad's involvement will cause any problem to the letting of this contract.

I certify to the best of my knowledge that these statements are correct in regard to Railroad negotiations on this project.

RDT/llr
cc: J. H. Versteeg
D. E. Swan (2)
Jack Sullivan
Warren Richards

Versteeg
Anderson
Adams
Sullivan
Tarpin

RECEIVED
1982
ROAD DESIGN
SECTION

81-125-1387

Contains Recycled Materials

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon IX-9302(3)
N. W. 29th - N. W. 24th Section
Nicolai Street (Portland)

Date: October 5, 1982

From: Division Administrator

Reply to Attn. of: HFO.6-OR/

To: Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division

I concur in the proposed method of accomplishing railroad reconstruction as stated in Mr. Trygstad's letter of October 1, 1982. As we discussed, there need not be a complex railroad agreement since the work is not on railroad property.

G. K. Hossner
for Dale E. Wilken

cc:
OSHD (D. Swan, Proj Mgt)

RECEIVED
STATE HWY ENGR

OCT 7 '82

REFER TO Trygstad

FOR

Info	Inves	R/D	D/R	Sign	Act	File
X						

Orig X

GENERAL FILES Yellow

VICTOR ATIYEH
GOVERNOR

SUGGESTED DRAFT OF REPLY

OFFICE OF THE GOVERNOR
STATE CAPITOL
SALEM, OREGON 97310

October 5, 1982

D. E. Mercer
Mercer Industries, Inc.
2636 N. W. 26th Avenue
Post Office Box 10166
Portland, OR 97210

29th - 21st

You have recommended that the Nicolai Street improvement in northwest Portland be abandoned. The Oregon State Highway Division has been involved with the project as an agent of the Portland City Council. This improvement project is part of the Northwest District Improvement Program and on a City of Portland street.

I understand that your letter directed to me has also been directed to Mayor Ivancie and several members of the Portland City Council.

A plan to improve the street system in northwest Portland was agreed to after an active participation program of all the interests including the property owners involved. A decision was finally reached two and one-half years ago by the City of Portland.

The Nicolai project is the first of five projects which, when completed, will provide the necessary street system in the northwest district to handle the local traffic and the through traffic on US30. The Highway Division concurs that the improvements planned would lead to a more efficient flow of traffic.

The language in the contract specifications assures all property owners access along Nicolai during construction. The specifications address access to Mercer Industries be maintained 6:30 a.m. to 5:30 p.m. weekdays.

You asked for my thoughts on the matter. I believe the City of Portland is the body that should define and prioritize improvements that can be made to their street system with monies available to them from withdrawal of the Industrial Freeway. I also believe the Department of Transportation is properly supporting and assisting the City in achieving their improvements.

Sincerely,

Victor Atiyeh
Governor

VA:bn

bc Fred D. Miller

October 4, 1982

Anthony Yturri, Chairman
Oregon Transportation Commission
c/o Yturri, Rose, Burnham and Ebert
89 S. W. Third
P. O. Drawer S
Ontario, OR 97914

CON 21

The Nicolai Street project referred to in letters from Mercer Industries, Expressway Developing Company, and Calbag Metals Company is a City of Portland project funded with Interstate transfer funds but being engineered and constructed by the Highway Division.

The Nicolai Street project is one of five improvements on three routes approved by the City Council to replace the I-505 freeway. The traffic in the northwest district is mostly local. The US30 through traffic is nominal. Widening Yeon, Nicolai and Vaughan will provide an adequate street system to handle the traffic.

The project has been active for more than ten years. We have had a major public involvement effort. The spokesman for the industries has been the Northwest Industrial Neighborhood Association. Our staff has met many times with Mercer, Expressway, and Calbag as well as all the other industries on the street.

The decision to proceed with the project and the relocation of the railroad was made by the City Council. Nicolai is currently a two-lane street with a railroad track running part way in the center then moving to the northside of the street. The new street has three lanes with the railroad track located north of the north curb line removing most of the interference of the tracks and the vehicular traffic. The current deteriorated street will be completely rebuilt. The existing sidewalks are all replaced and new walks built on both sides of the streets. The project is designed and was scheduled for contract this month but will be delayed a month to obtain the necessary right-of-way easements.

Mr. Yturri
Page Two
October 4, 1982

We have worked diligently with each of the property owners on the street to provide access during construction. Our specifications define the size of the driveway that must be available from 6:30 a.m. to 5:30 p.m. weekdays. The Division will supervise the engineering and construction of the project and will make every effort to provide access during construction of the project by phasing the work.

The attached draft has been submitted to Governor Atiyeh in order that he may respond to the letter directed to him. The remaining letters are directed to Mayor Ivancie, as they should be, since the decisions being questioned actually relate to the action by the City Council.

The plan to improve the three arterials will serve the needs of the local traffic as well as provide a major route for US30 through the northwest district to the satisfaction of the State. After nearly seven and one-half years of discussion, the plan approved by the City Council was the best one which we could find to satisfy the diverse interests.

Fred D. Miller
Director

Attach.

bc H. S. Coulter
Robert N. Bothm
E. L. Hardt

RNB:lb fn

10-4

[illegible]

You might use this as
basis for [illegible]
[illegible] of the [illegible]
[illegible]
your [illegible]

We have worked diligently with each of the property owners on the street to provide access during construction. Our specifications define the size of the driveway that must be available from 6:30 a.m. to 5:30 p.m. weekdays. The Division will supervise the engineering and construction of the project and will make every effort to provide access during construction of the project by phasing the work.

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Fred D. Miller
Director

Attach.

bc H. S. Coulter
Robert N. Bothman
E. L. Hardt

RNB:lb fn

EXPRESSWAY Developing Co.
Builders - Developers: **INDUSTRIAL PROPERTY**

2495 N. W. NICOLAI STREET
PORTLAND, OREGON 97210
Phone: 226-3441

September 24, 1982

The Honorable Frank Ivancie
Mayor of the City of Portland
1220 S. W. Fifth
Portland, Oregon 97204

Re: N.W. 24th to N.W. 29th St., Portland
Nicolai St. Railroad Relocation

Dear Mayor Ivancie:

Expressway Developing Company is a developer of real estate, consisting mainly of warehouses, and has been doing so for the past thirty years. One of our projects is the Nike Western Sales and Distribution Center at 2455 N.W. Nicolai Street, consisting of 200,000 sq. ft. of warehouse and 30,000 sq. ft. of office.

The City of Portland, Oregon and the State of Oregon Highway Commission have decided to remove the Burlington Northern track from the center of the street and move same to the north side of the street. This move will place the track very close to the Nike office. We are disturbed that the vibrations of railroad cars on this new track will cause havoc to the Nike computer hardware and will disrupt shipping traffic.

We believe you are intelligent enough to realize if there are vibrations the Expressway Developing Co. will lose a tenant. If this happens, Nike will move from Portland and Multnomah County. Also, the City of Portland and the Highway Commission will be forced to cover our losses.

We cannot understand why the Burlington Northern track has to be relocated. If the City repairs Nicolai Street properly, this would eliminate the cry of the high maintenance costs.

Yours truly,
EXPRESSWAY DEVELOPING CO.

H. A. Andersen
President

RECEIVED
DOT DIRECTOR
SEP 29 '82
REFER TO
FOR

CC: Governor Vic Atiyeh
Commissioner Jordan
Commissioner Lindberg
Commissioner Schwab
Commissioner Strachan
Mr. Anthony Yturri

METALS
CO.

P.O. BOX 10067 • 2495 N.W. NICOLAI STREET • PORTLAND, OREGON 97210 • 226-3441 Area Code 503 • Telex: 36-0598

September 23, 1982

The Honorable Frank Ivancie
Mayor of the City of Portland
1220 S. W. 5th
Portland, Oregon 97204

Re: Northwest 24th to Northwest 29th Street, Portland
Nicolai Street Railroad Relocation

Dear Mayor Ivancie:

Calbag Metals Co. is a privately held Oregon Corporation located in Northwest Portland since 1947. For these past 35 years we have been served, without incident, by a rail line which runs down the center of N.W. Nicolai Street.

Now, the City and Highway Commission are embarking on a $1.5 million plus project to relocate some 1,000 feet of track to the north side of the street.

First, this will eliminate sidewalks and other property associated with our business.

Second, this will force our employees' cars out onto the street for parking.

Third, the disruption of normal operations by virtue of construction will render our company "exile" in the business community. We will be unable to receive and ship many of our products conveniently.

Fourth, as a major consumer of traffic on Nicolai, this relocation will in no way enhance our business.

We believe this money to be a severe waste of valuable federal dollars. Unfortunately, much of these funds have already been piddled away in a project suffering from poor coordination by Agency Staff and affected businesses.

Calbag Metals is an employer which has managed to remain in the city, and even more remarkably at this time, managed to avoid lay-offs. If scrapping the project is beyond the City, we will be forced to look elsewhere for sites consistent with our operations.

Sincerely,

CALBAG METALS CO.

Warren Rosenfeld
President

WR/dg

CC: Governor Vic Atiyeh
City Councilman Jordan
City Councilwoman Strachan
City Councilman Lindberg
City Councilwoman Schwab
Mr. Anthony Yturri

RECEIVED
DOT DIRECTOR
SEP 29 '82
REFER TO
FOR

MERCER INDUSTRIES, INC.
2636 N.W. 26th AVE., PORTLAND, OREGON 97210
P.O. BOX 10166
AREA CODE 503 226-2511
AN EQUAL OPPORTUNITY EMPLOYER

September 21, 1982

Please prepare a response for the Governor's signature by 10-5
Thank you.

PLEASE RETURN ORIGINAL LETTER

07755

The Honorable Victor Atiyeh
Governor of Oregon
Office of the Governor - State Capitol
Salem, OR 97310

Re: Northwest 24th to Northwest 29th Street, Portland
Nicolai Street Railroad Relocation

Dear Governor Atiyeh:

Our company is an independent Oregon owned corporation whose main headquarters and Steel Fabricating Facilities have been located for the past 37 years at 25th Place and Nicolai Street in the heavy industrial district of Northwest Portland. Our main fabricating plant has been served by the Burlington Northern Railroad, which has operated successfully without major problems for many years down the center of Nicolai Street serving industries on both sides of that street.

Some 2-1/2 years ago the City of Portland and Oregon State Highway Commission announced that they would attempt to relocate the Burlington Northern's main line from the center line of Nicolai Street between Northwest 24th and 29th to a new location which would be on the North sidewalk line of Nicolai Street. The proposed relocation was an on again, off again project until early this year when it became reality. Our file on the relocation is thick with documentation of poor coordination, lack of planning, improper hearings, and lack of information to us. Spur track relocation would have severely impacted our facilities and would have rendered our plant literally useless. A compromise on the spur was reached and the impact became less severe. Failure to get the City and Highway Commission to agree to a reasonable traffic control system during the construction of the project has lead us to refuse a permit of entry until the specification and control could be resolved. The lack of control of traffic will severely impact our ability to perform our normal fabrication and trucking operation and will cause us an unreasonable amount of expense and delay which we are unable to accept. The Highway Commission Right of Way Department is totally uncooperative.

We have been notified by the Portland City Attorney that unless we agree to acquiesce that condemnation proceedings will begin against us. The entire 1.8 million dollars or more which is proposed to be spent on the relocation in my opinion is a total waste of tax payers money. The railroad relocation is necessary only for the immediate area in connection to the proposed Yeon Street Freeway, which would be near 24th Street. The traffic studies made as a result of the proposed Northwest

Re: Northwest 24th to Northwest 29th Street, Portland
Nicolai Street Railroad Relocation

relocation in conjunction with the Stadium-Yeon Freeway will greatly increase traffic on Nicolai Street and make our future operations at this location unworkable.

Our recommendation to you at the City of Portland and also the Highway Commission is to scrub the entire project. Reallocate and spend funds in another area of the city which badly needs better traffic conditions.

What's the bottom line? If we cannot work out a peaceful solution to this problem our company will leave the City of Portland to a location where we can operate under more favorable conditions.

The City and State can show their sincerity and willingness to help established local industry by abandoning this wasteful and disruptive project. I would appreciate your thoughts on this matter.

Respectfully yours,

MERCER INDUSTRIES, INC.

D. E. Mercer

DEM:sd

George, I would like to see the response, F

RECEIVED
DOT DIRECTOR
SEP 27 '82
REFER TO Bell
FOR
Info Read R/D S/M Sign Act File

9945

U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-9302(3)
NW 29th - NW 24th
NW Nicolai Street

Date: September 29, 1982

From: Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. H. S. Coulter, State Highway Engineer

I have received PS&E documents for this project indicating a bid opening date of October 28, 1982 and PS&E approval by October 6, 1982. Right-of-Way acquisition will not be completed until November 15, 1982 and because of these extensive R/W conflicts I do not intend to take action on the PS&E at this time. I suggest it be proposed for the November 18 bid opening.

G. K. Hossner
for Dale E. Wilken

cc:
OSHD (D E Swan)
OSHE (F Lowe)

RECEIVED
STATE HWY ENGR
OCT 4 '82
REFER TO [illegible]
FOR
Info Inves R/D D/R Sign Act File

9745

CON

STATE OF OREGON

INTEROFFICE MEMO

TO: D. H. Moehring, PE
Program Management Engineer

DATE: September 23, 1982

FROM: Rod Henry, ~~Assis~~tant
Right of Way Manager

SUBJECT: Right of Way Certification
F. A. Projects
Bid Opening October 28, 1982

Versteeg
Anderson
1 Adams
[illegible]
2 Sullivan JWS
Terpin
[illegible]
[illegible]

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SEP 23 1982
ROAD DESIGN SECTION

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Action

Federal-aid Project No. IX-9302(3) Highway No. 726 State

Federal-aid Project Name N.W. 29th Ave.-N.W. 24th Ave. (Portland)

The right-of-way for this project has not been acquired, however, I certify that the property will be acquired in accordance with current FHWA directives covering acquisition of real property and with the relocation provisions of FHPM 7-5. The State will have legal and physical possession of all necessary right-of-way before the contract for this project is awarded.

There are no individuals or families to be displaced from residential improvements.

The following is the status of the right-of-way for this project:

52513 - Bitar: This is a taking of 500 square feet of land in fee and two temporary easements. The property has been optioned and payment is now being processed. The State will have legal and physical possession of the property by November 15, 1982.

52840 - Mercer Steel
52842 - Rosenfeld
52843 - Expressway Development Company

It is necessary for the State to acquire temporary construction permits from these three properties. All three owners have refused the State's offer and the City is now in the process of condemning the necessary construction permits. The State will have legal and physical possession of these properties by November 15, 1982.

It is requested that the State be allowed to advertise this project on the basis that the contract will not be awarded until the State has obtained legal and physical possession of all necessary right-of-way. The State will have possession of the right-of-way by November 15, 1982.

RH:jr

cc: J. H. Versteeg ✓
Duane Ridings
F. C. Lowe
Jack Sullivan

Contains Recycled Materials

9745

ROAD DESIGN SECTION 378-6558

ROW: 3:1

J. B. Boyd, Manager
Right of Way Section

September 22, 1982

J. H. Versteeg
Road Design Engineer

Files 52968 through 52983 & 53004
N.W. St. Helens Rd.-
N.W. Nicolai St. (Portland) Section
N.W. Yeon Ave.
Multnomah County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
SEP 22 1982
ROAD DESIGN SECTION

Do Not File ☐
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Bring to /
Action

Attached are descriptions (17 files), an authorization and right of way prints covering right of way required for the subject project, scheduled for fiscal second quarter of 1985.

By:

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachments

7745

GENERAL FILES

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
PRO 6-2

Date: August 25, 1982

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

Original Signed By
D. E. Swan

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Program Data Submission
Item No. 00049
Project No. IX-9302(3)
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Sec.
Multnomah County

Attached support data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for this project on September 23, 1982.

This request is based on the January 21, 1980 letter to you from the Director of the Department of Transportation.

A copy of the State Clearinghouse A-95 Review conclusions has been previously forwarded.

DRH:bkc
Attachments

cc: E.L. Hardt (Metro)
Jon Rose (Metro)
Earl Mershon (Metro)
Gary Zehner w/att.
General Files

Form 734-3122

STATE OF OREGON
RAILROAD & UTILITY UNIT 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: H. S. Coulter
State Highway Engineer

DATE: August 4, 1982

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: SXF 1309
SXF 1310
Crossing Nos. 8P-1.85 through 8P-2.1

NOTED
H.S. COULTER
[illegible]

Attached is a copy of Order No. 82-553 issued by the Public Utility Commissioner on August 2, 1982, relative to the above subject matter.

RDT/llr
Attachment
cc: Richard Arnold, FHWA
E. S. Hunter
C. T. Keasey
R. L. Schroeder
E. L. Hardt - (2) - Please give copy to Proj. Manager
M. Payne
J. L. Sollis

RECEIVED
STATE HWY ENGR
AUG 4 '82
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

ORDER NO. 82-553

ENTERED August 2, 1982

PUC CROSSING NO. 8P-1.85 (NEW)

PUC CROSSING NO. 8P-1.87 (CLOSE)
DOT CROSSING NO. 92 315 F

PUC CROSSING NO. 8P-1.90-C (CLOSE)

PUC CROSSING NO. 8P-1.93 (CLOSE)
DOT CROSSING NO. 92 316 M

PUC CROSSING NO. 8P-1.96 (RELOCATE)
DOT CROSSING NO. 92 317 U

PUC CROSSING NO. 8P-2.01
DOT CROSSING NO. 92 318 B (RELOCATE)

PUC CROSSING NO. 8P-2.03-C
DOT CROSSING NO. 92 319 H

PUC CROSSING NO. 8P-2.06 (RELOCATE)
DOT CROSSING NO. 92 320 C

PUC CROSSING NO. 8P-2.08-C (CLOSE)

PUC CROSSING NO. 8P-2.1 (RELOCATE
& REDESIGNATE TO PUC CROSSING
NO. 8P-2.1-C)

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

SXF 1309
SXF 1310

In the Matter of the Application of)
OREGON DEPARTMENT OF TRANSPORTATION,)
HIGHWAY DIVISION on behalf of the)
CITY OF PORTLAND for the authority,)
pursuant to ORS 763.030, to alter a) ORDER
grade crossing of NW Nicolai Street)
and Burlington Northern Railroad)
Company, Pettygrove Street Line, in)
Portland, Multnomah County, Oregon)
(railroad milepost 2.08-C). (SXF 1309))

ORDER NO. 82-553

In the Matter of the Application of)
OREGON DEPARTMENT OF TRANSPORTATION,)
HIGHWAY DIVISION on behalf of the)
CITY OF PORTLAND for the authority,)
pursuant to ORS 763.020, to construct)
a grade crossing of NW Nicolai Street)
and Burlington Northern Railroad)
Company, Pettygrove Street Line, in)
Portland, Multnomah County, Oregon)
(railroad milepost 1.85). (SXF 1310))

On January 15, 1982, the State of Oregon, by and through its Department of Transportation, Highway Division, on behalf of the City of Portland, duly filed two applications with the Commissioner seeking authority, pursuant to ORS 763.020 and 763.030, to construct, alter, relocate, and close various railroad-highway grade crossings on NW Nicolai Street (between NW 23rd Place and 27th Avenue), a street under the jurisdiction of the City of Portland, and the main track and various spur tracks of Burlington Northern Railroad Company, Pettygrove Street Line, in Portland, Multnomah County, Oregon.

Applicant, in conjunction with the City of Portland, is engaged in improving access to the industrial area in northwest Portland as part of the I-505 Alternative Program. This portion of the project involves NW Nicolai Street. Applicant has filed an application to relocate a grade crossing on NW Nicolai situated between 26th and 27th Avenues and to relocate the main track from the center of Nicolai Street to lie along and outside the northern edge of the street. This application has been docketed as SXF 1309. Applicant has also filed an application for authority to construct a new grade crossing on NW Nicolai between 23rd Place and 24th Avenue. This application has been docketed as SXF 1310. These two dockets are being addressed in a single order. See Appendix "A" for a depiction of the existing situation and Appendix "B" for the proposed project.

Comments and recommendations on the application in Docket SXF 1309 were made as follows: PUC staff by letter dated February 2, 1982; Portland General Electric Company by letter dated February 12, 1982; City of Portland by letter dated February 22, 1982; and Burlington Northern Railroad Company by letters dated March 26 and April 1, 1982. Applicant amended its application by letters dated February 19 and April 29, 1982.

Comments and recommendations on the application in Docket SXF 1310 were made as follows: PUC staff by letter dated January 29, 1982; Portland General Electric Company by letter dated February 12, 1982; City of Portland by letter dated February 22, 1982; and Burlington Northern Railroad Company by letters dated March 26 and April 1, 1982. Applicant amended its application by letters dated February 19 and April 29, 1982.

Copies of each application, amendments, and responses thereto were duly served upon Burlington Northern Railroad Company, City of Portland, Multnomah County, and applicant. No objection by any party has been made to the granting of each application as amended.

Northwest Nicolai Street is 36 feet in width, lying in an east-west orientation. Through the project area, the roadway consists, from north to south, of a 12-foot paved travel lane, a 12-foot paved median area containing the railroad track, and a 12-foot paved travel lane. The Pettygrove Street rail line is located in the middle of Nicolai Street from NW 22nd Avenue on the east to a point approximately 170 feet westerly of NW 26th Avenue (a distance of approximately one-third of a mile). This rail line was built as part of the United Railway's interurban line. It consists of approximately four miles of main track extending from NW Kearney at 12th Avenue to NW Kittredge at St. Helens Road. Numerous spur tracks radiate from the main track providing rail service to businesses and industries in the industrial district of northwest Portland. It is estimated that approximately 7,500 vehicles travel this portion of NW Nicolai each day. There are two to four railroad movements on the track each day.

Applicant proposes to relocate the track to the north side of Nicolai Street, out of the roadway. The centerline of track will be approximately nine feet northerly of the roadway. The purpose of the project is to separate rail and motor vehicle traffic and thereby eliminate the existing train-vehicle conflict. Applicant further proposes to alter the street to three 12-foot travel lanes, the center lane to serve as a two-way left-turn lane. The track will be relocated beginning at a point approximately 130 feet westerly of the centerline of NW 23rd Place. There are currently nine railroad-highway grade crossings in the area to be affected by relocation of the track (see Appendix "A").

The existing grade crossings between NW 23rd Place and 27th Avenue are listed below in geographical order from east to west and graphically depicted in Appendix "A" of this order.

Crossing No.	Crossing Name and Location
8P-1.87	NW 24th Avenue at Nicolai.
8P-1.9-C	Spur track across a portion of NW Nicolai, between 24th Avenue and 24th Place.
8P-1.93	NW 24th Place at Nicolai.
8P-1.96	NW 25th Avenue at Nicolai.
8P-2.01	NW 25th Place at Nicolai.
8P-2.03-C	Spur track across a portion of NW Nicolai, between 25th Place and 26th Avenue.
8P-2.06	NW 26th Avenue at Nicolai.
8P-2.08-C	Spur track across a portion of NW Nicolai, between 26th and 27th Avenues.
8P-2.1	NW Nicolai between 26th and 27th Avenues.

Each of these crossings will be affected by the project to relocate the main track from its location in the roadway to a location at the northern edge of NW Nicolai Street.

In addition to the above crossings, a new crossing of a portion of NW Nicolai Street will be created between NW 23rd Place and 24th Avenue. This crossing will allow the Pettygrove Line main track to be removed from the center of Nicolai and be placed along the northern edge of the street. Only westbound vehicular traffic on Nicolai will utilize the new crossing.

A brief discussion of each of the existing crossings and the alteration proposed for that crossing follows:

Crossing No. 8P-1.87, NW 24th Avenue at Nicolai. Northwest 24th Avenue intersects Nicolai from the south forming a "T" intersection. The crossing will be eliminated when the track is relocated. There have been no reported train-vehicle accidents at the crossing in the last 10 years.

Crossing No. 8P-1.9-C, NW Nicolai between 24th Avenue and 24th Place. This spur track crossing serves an industry located north of Nicolai. The crossing will be eliminated when the track is relocated. There has been one reported train-vehicle accident at the crossing within the last 10 years resulting in no injuries.

Crossing No. 8P-1.93, NW 24th Place at Nicolai. Northwest 24th Place intersects Nicolai from the south forming a "T" intersection. The main track crossing will be eliminated when the track is relocated. There has been one reported train vehicle accident at this location in the last 10 years resulting in no injuries.

Crossing No. 8P-1.96, NW 25th Avenue at Nicolai. Northwest 25th Avenue is a through street. Approximately one block south of Nicolai the street is dead-ended. The existing crossing presently consists of the main track. With the relocation of the track north of Nicolai, out of the roadway, the crossing will have two tracks consisting, from north to south, of the main track and an industrial spur track; see Appendix "B." The crossing is presently protected with a single vehicle stop sign on 25th Avenue facing southbound traffic. A single street light provides illumination at the crossing. There have been no reported train-vehicle accidents at the crossing in the last 10 years.

Crossing No. 8P-2.01, NW 25th Place and Nicolai Street. Northwest 25th Place intersects Nicolai from the northwest, forming an angled "T" intersection. The existing grade crossing has two tracks consisting, from north to south, of the main track and an industrial spur track which crosses the eastbound lane of Nicolai. The main track will be relocated to the north and the spur track will be extended across the westerly lane of Nicolai. The crossing is protected with a single stop sign and two advance warning signs. The crossing area is illuminated by a single street light. There have been no reported train-vehicle accidents at the crossing in the last 10 years.

Crossing No. 8P-2.03-C, NW Nicolai near 25th Place. Currently, the crossing consists of a single industrial spur track crossing the westbound lane of Nicolai Street. There will be no significant alteration to the crossing. The current industrial spur and the crossing is illuminated by a street light. There have been no reported train-vehicle accidents at the crossing in the last 10 years.

Crossing No. 8P-2.06, NW 26th Avenue at Nicolai. Northwest 26th Avenue is a through street. The existing crossing consists of the main track. After the relocation of the main track, the crossing will have two tracks consisting, from north to south, of the main track and an industrial spur track; see Appendix "B." The spur track involved serves an industry south of Nicolai and west of 26th. Its crossing of Nicolai is now identified as Crossing No. 8P-2.08-C. It will be incorporated into relocated Crossing No. 8P-2.06. The spur track will commence at a point approximately 50 feet east of the centerline of 26th Avenue. The existing crossing is protected with two stop signs and two advance warning signs. It is illuminated with a street light. There have been two reported train-vehicle accidents at the crossing in the last 10 years. No injuries resulted from these accidents.

Crossing No. 8P-2.08-C, NW Nicolai between 26th and 27th Avenues. The existing crossing consists of an industrial spur track. After the track relocation is completed, the switch for the spur track will be located approximately 100 feet northeasterly of its present location. The spur track will become part of grade Crossing No. 8P-2.06 as described above. Crossing No. 8P-2.08-C will be deleted from the Commissioner's catalog.

Crossing No. 8P-2.1, NW Nicolai between 26th and 27th Avenues. The existing crossing consists of a main track and an industrial spur track. The track relocation will eliminate the main track from the crossing. The industrial spur track will then cross the full width of Nicolai. The crossing will be renumbered to reflect its spur track character. A "C" suffix will be applied to the crossing number. There is no crossing accident history for this crossing.

Currently, railroad operations in the NW Nicolai corridor normally occur during off-peak vehicle traffic hours. The relocation of the track, outside of the roadway for Nicolai, will result in improved safety for vehicles, railroad equipment, and personnel.

Due consideration has been given to all representations in the applications, amendments, and responses thereto in these proceedings. No matters within the scope of ORS Chapter 763 are in issue, and no hearing will be required.

Based upon the amended applications and the files of the Commissioner, it is found that the construction, relocation, alteration, and closure of the grade crossings described above are required by the public safety and general welfare. Grade separations are neither economical, practical, nor necessary at these locations. The applications should be granted upon the following terms and conditions.

IT IS THEREFORE ORDERED that:

1. The authority to construct, relocate, alter, and close crossings as set forth herein is hereby granted, upon the condition that physical construction, relocation, or alteration of the crossings must be substantially in progress within two years of the effective date of this order. If this condition is not met, then the authority expires on that date.

2. City of Portland shall:

   a. Relocate that portion of the Pettygrove Street Line track as depicted in Oregon Department of Transportation, Highway Division, drawing "Proposed RR Relocation, NW Nicolai Street, I-505 Alternative" revised April 30, 1982, and bear all the cost thereof;

   b. Bear all the cost of furnishing and installing the railroad facilities necessary to provide railroad access to the various industries served by the railroad in the Nicolai area;

   c. Furnish, install, and maintain advance warning signs, advance warning pavement markings, and stop clearance lines at appropriate locations at each crossing described herein which will remain open to the motoring public, and bear all the cost thereof;

   d. Maintain vehicle stop signs at appropriate locations at crossings:

      NW 25th Avenue at Nicolai
      NW 25th Place at Nicolai
      NW 26th Avenue at Nicolai,

      and bear all the cost thereof;

   e. Maintain that portion of each crossing described herein lying outside lines drawn two feet outside each rail of each track at each crossing, and bear all the cost thereof; and

   f. Notify Portland General Electric Company not less than 30 days in advance of commencing construction of the relocation.

3. Burlington Northern Railroad Company shall:

   a. Subject to reimbursement as provided herein, furnish and install the necessary railroad facilities to provide railroad access to the industries served by the railroad in the Nicolai area; and

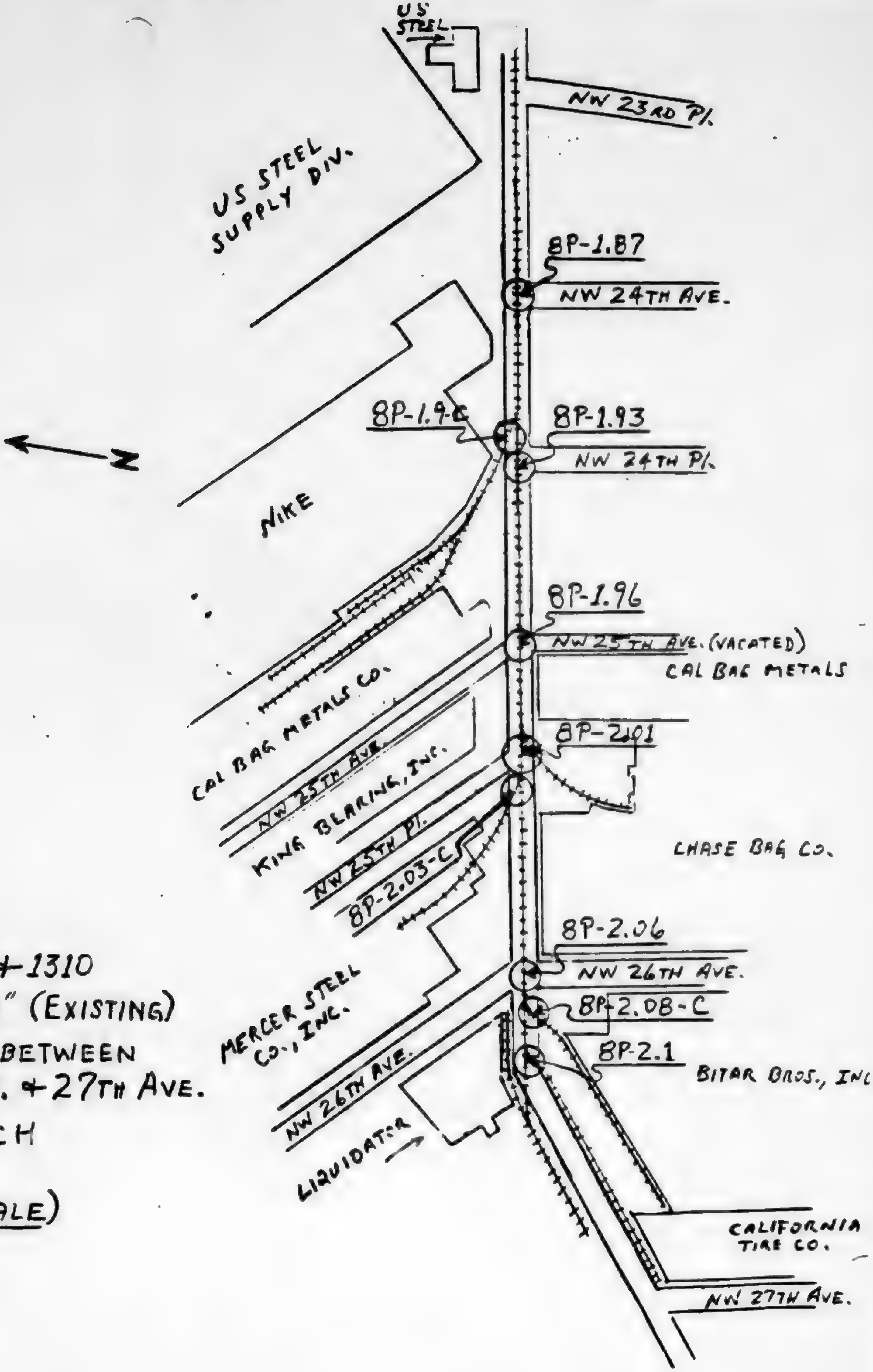
   b. Maintain that portion of each crossing described herein lying between lines drawn two feet outside each rail of each track at each crossing, and bear all the cost thereof.

4. Each party shall notify the Commissioner upon completion of its portion of the projects.

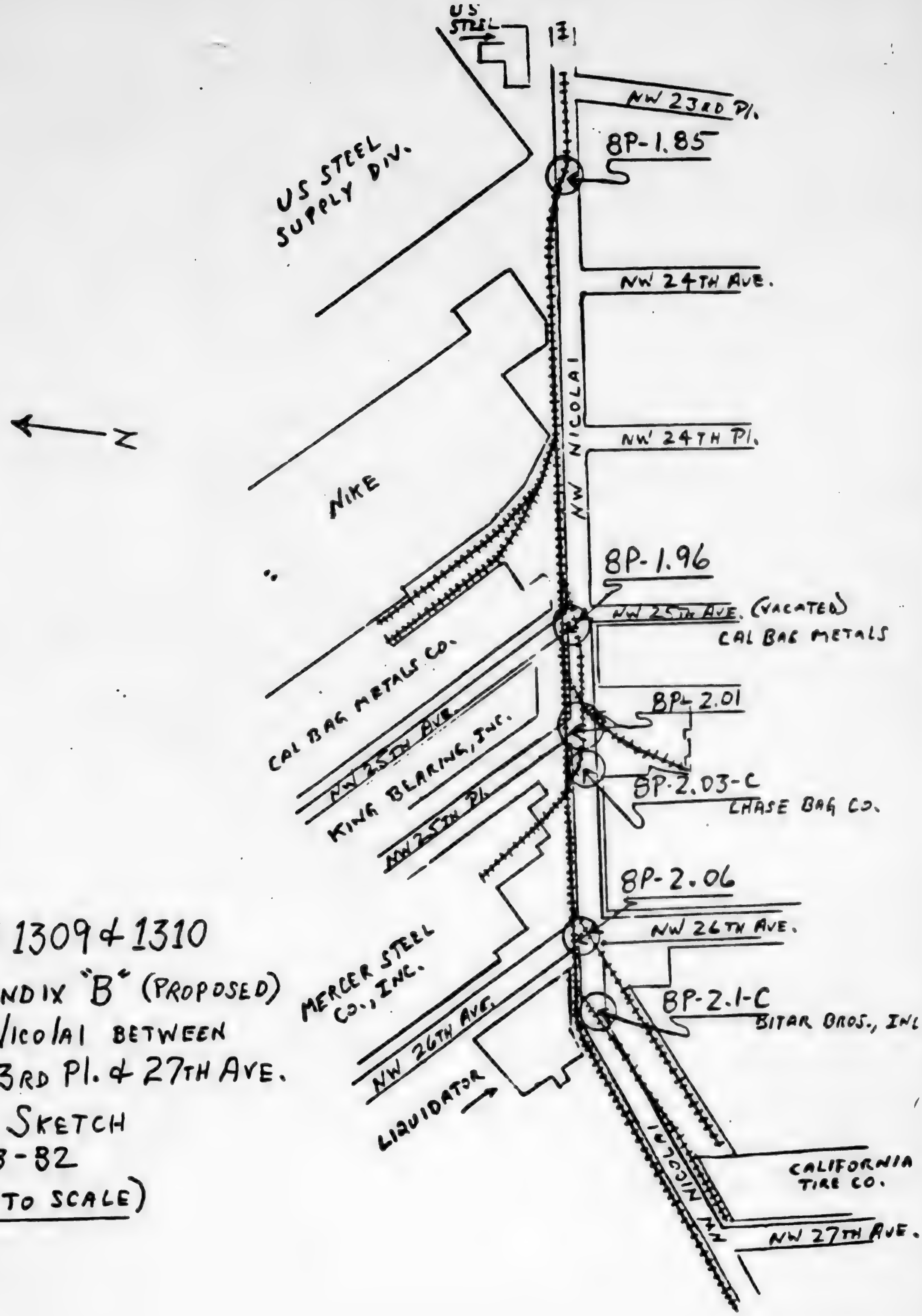
Made, entered, and effective 8/2/82.

JOHN J. LOBDELL
Public Utility Commissioner

kls/3286K


US STEEL
NW 23RD Pl.
US STEEL SUPPLY DIV.
8P-1.87
NW 24TH AVE.
8P-1.9-C
8P-1.93
NW 24TH Pl.
N
NIKE
8P-1.96
NW 25TH AVE. (VACATED)
CAL BAG METALS
CAL BAG METALS CO.
NW 25TH AVE.
KING BEARING, INC.
8P-2.01
CHASE BAG CO.
NW 25TH Pl.
8P-2.03-C
8P-2.06
NW 26TH AVE.
MERCER STEEL CO., INC.
8P-2.08-C
8P-2.1
BITAR BROS., INC
NW 26TH AVE.
LIQUIDATOR
CALIFORNIA TIRE CO.
NW 27TH AVE.

SXF 1309 + 1310
APPENDIX "A" (EXISTING)
NW NICOLAI BETWEEN
NW 23RD Pl. + 27TH AVE.
PUC SKETCH
6-23-82
(NOT TO SCALE)


US STEEL
US STEEL SUPPLY DIV.
NW 23RD Pl.
8P-1.85
NW 24TH AVE.
N
NW NICOLAI
NW 24TH Pl.
NIKE
8P-1.96
NW 25TH AVE. (VACATED)
CAL BAG METALS
CAL BAG METALS CO.
8P-2.01
NW 25TH AVE.
KING BEARING, INC.
8P-2.03-C
CHASE BAG CO.
NW 25TH Pl.
8P-2.06
NW 26TH AVE.
MERCER STEEL CO., INC.
8P-2.1-C
BITAR BROS., INC
NW 26TH AVE.
LIQUIDATOR
NW NICOLAI
CALIFORNIA TIRE CO.
NW 27TH AVE.

SXF 1309 & 1310
APPENDIX "B" (PROPOSED)
NW Nicolai BETWEEN
NW 23RD Pl. & 27TH AVE.
PUC SKETCH
6-23-82
(NOT TO SCALE)

9745

Portland

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 7-5

TO: D. N. Stoudenmeyer
Design Supervisor

DATE: July 12, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
N.W. 29th Ave.-N.W. 24th Ave. (Portland)
FAU 9302 (N.W. Nicolai St.)
Multnomah County

Versteeg
Anderson
1 Adams
Olson
Sullivan
Terpin
[illegible]
[illegible]

RECEIVED
JUL 14 1982
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

As a result of a review by the Project Manager, various signs on the noted project have been moved to luminaire poles.

Please revise the contract plans to show the new sign locations.

L. E. GEORGE - TRAFFIC ENGINEER

ELS:np
Att.

cc: E. L. Hardt
M. D. Payne
D. L. Jones
G. J. Ballard

REFERRED TO
✓ Board [illegible] Stoudenmeyer
Cole Mann
Erikson Watson
Heger Dorn Leu
Return Discuss Do File Due
BY FINAL DESIGN ENGINEER
[illegible]

Strodan Meyer

STATE OF OREGON

INTEROFFICE MEMO

TO: L.E. George
Traffic Engineer

DATE: July 6, 1982

FROM: David L. Jones
Project Manager

SUBJECT: NW 29th-NW 24th Ave.
(Nicolai Street)
Signing Review

We have reviewed the possibility of combining sign locations with the proposed luminaire locations.

Attached is a print of the proposed plan with the luminaire locations indicated.

I have indicated that "No Parking" signs should be attached to luminaires 2,3,4,5,6,7, and 11, with a "Speed 30" sign also on #2. Additionally, a "Truck Route" sign to be reinstalled could be put on luminaire #8.

Although street name boards could be mounted on luminaire poles, I do not recommend it on this job due to the proximity of the poles to the travelled way.

NOTED
L.E. GEORGE

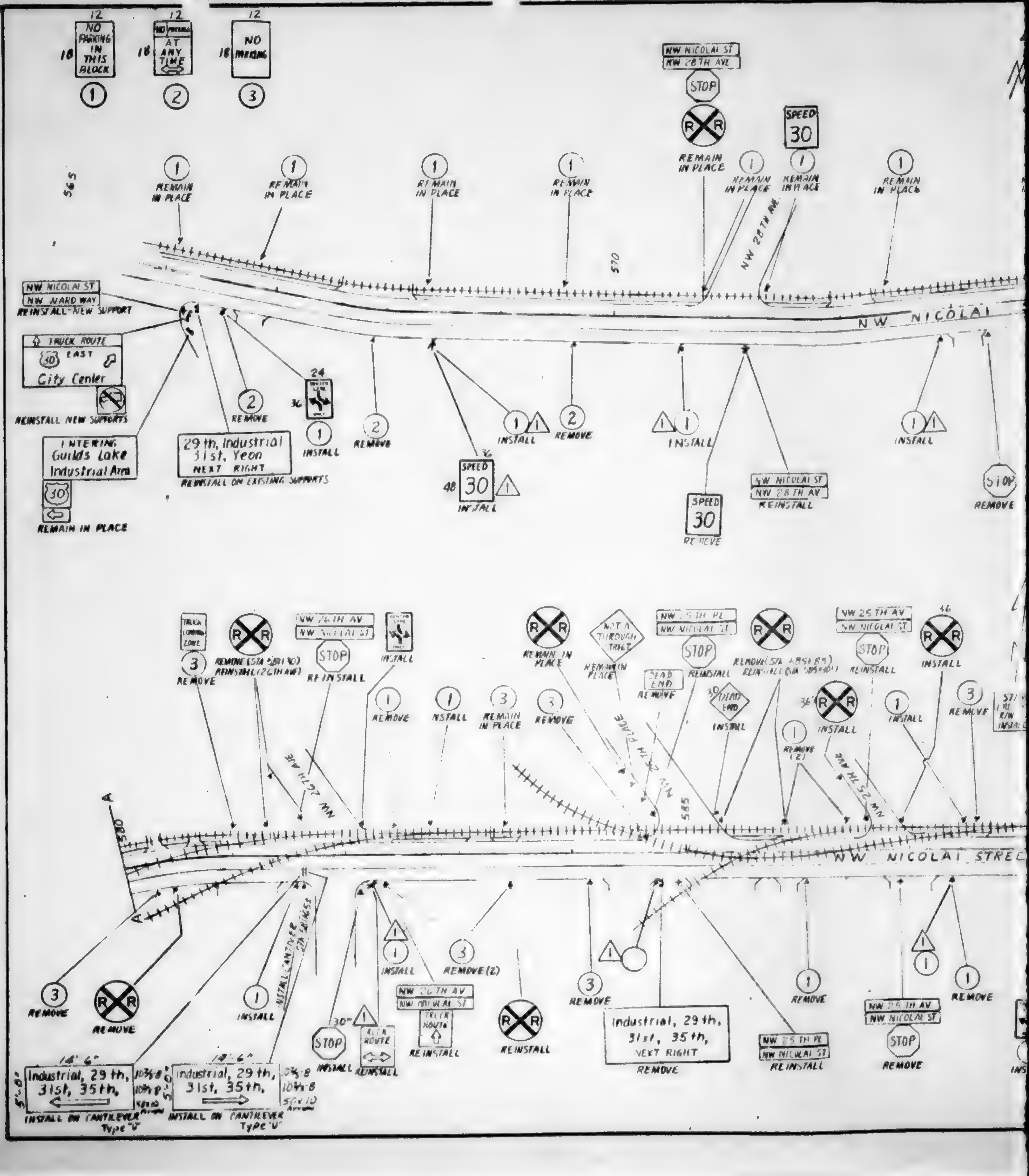
Attachments

RECEIVED
[illegible] 1982
[illegible]

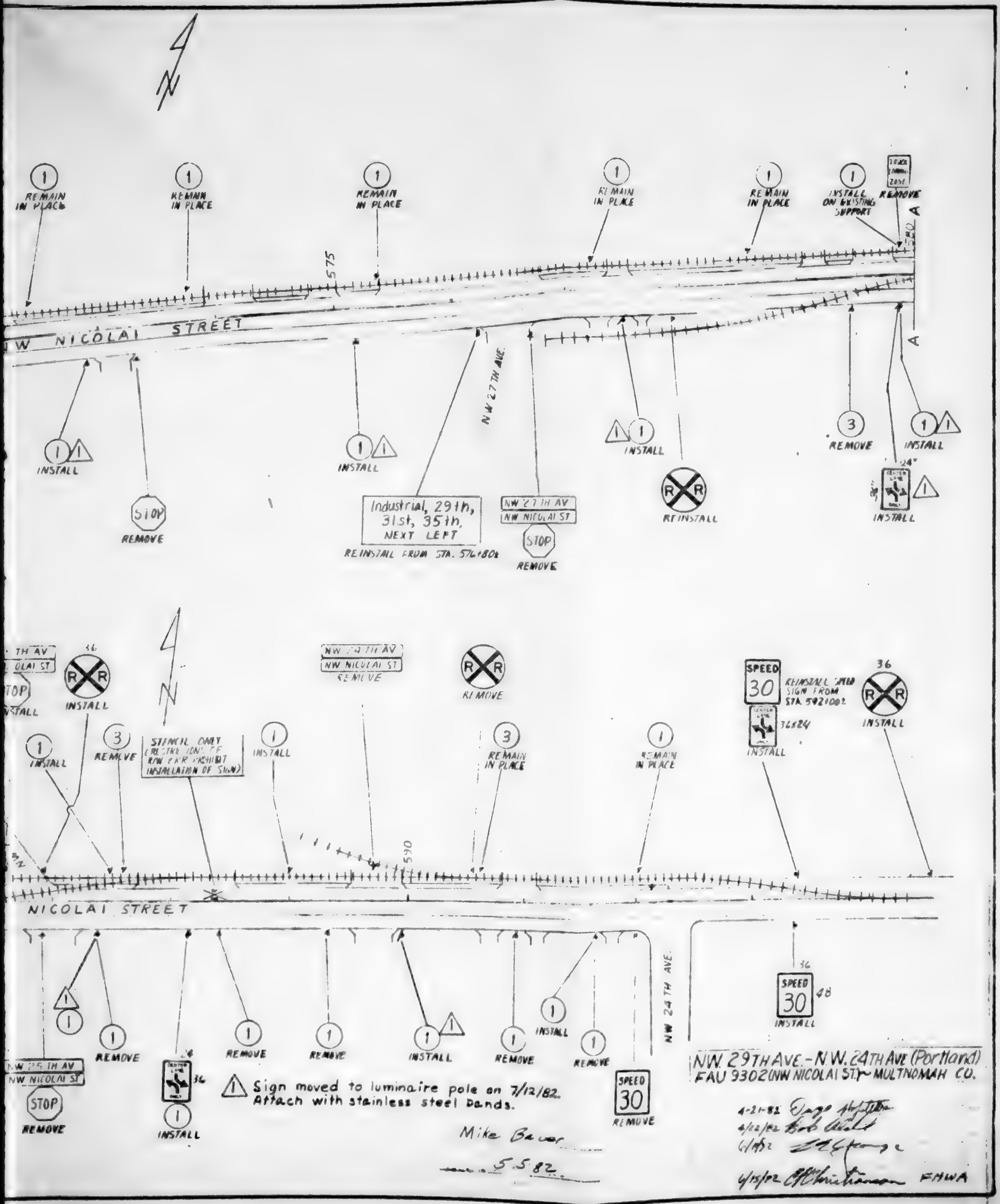
NOTED
GLEN L. CLARK

81-125-1387

Contains Recycled Materials



12
18
NO PARKING IN THIS BLOCK
①
12
18
NO PARKING AT ANY TIME
②
12
18
NO PARKING
③
NW NICOLAI ST
NW 28TH AVE
STOP
R R
REMAIN IN PLACE
SPEED 30
565
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
570
NW 28TH AVE
NW NICOLAI
NW NICOLAI ST
NW WARD WAY
REINSTALL-NEW SUPPORT
TRUCK ROUTE
30 EAST
City Center
REINSTALL-NEW SUPPORTS
ENTERING Guilds Lake Industrial Area
30
REMAIN IN PLACE
② REMOVE
29th, Industrial
31st, Yeon
NEXT RIGHT
REINSTALL ON EXISTING SUPPORTS
24
36
CENTER LANE ONLY
① INSTALL
② REMOVE
36
48
SPEED 30
INSTALL
① INSTALL
② REMOVE
① INSTALL
SPEED 30
REMOVE
NW NICOLAI ST
NW 28TH AV
REINSTALL
① INSTALL
STOP
REMOVE
TRUCK LOADING ZONE
③ REMOVE
R R
REMOVE (STA 581+30)
REINSTALL (26TH AVE)
NW 26TH AV
NW NICOLAI ST
STOP
REINSTALL
CENTER LANE ONLY
INSTALL
① REMOVE
① INSTALL
③ REMAIN IN PLACE
③ REMOVE
R R
REMAIN IN PLACE
NOT A THROUGH STREET
REMAIN IN PLACE
DEAD END
REMOVE
NW 25TH PL
NW NICOLAI ST
STOP
REINSTALL
30
DEAD END
INSTALL
R R
REMOVE (STA 585+85)
REINSTALL (STA 585+10)
① REMOVE (2)
NW 25TH AV
NW NICOLAI ST
STOP
REINSTALL
36
R R
INSTALL
① INSTALL
46
R R
INSTALL
③ REMOVE
NW 26TH AVE
NW 25TH PLACE
NW 25TH AVE
580
585
A
A
NW NICOLAI STREE
INSTALL CANTILEVER
③ REMOVE
R R
REMOVE
① INSTALL
① INSTALL
③ REMOVE (2)
30"
STOP
INSTALL
TRUCK ROUTE
REINSTALL
NW 26TH AV
NW NICOLAI ST
TRUCK ROUTE
REINSTALL
R R
REINSTALL
③ REMOVE
Industrial, 29th, 31st, 35th, NEXT RIGHT
REMOVE
NW 25TH PL
NW NICOLAI ST
REINSTALL
① REMOVE
NW 25TH AV
NW NICOLAI ST
STOP
REMOVE
①
① REMOVE
14'-6"
5'-0"
Industrial, 29th, 31st, 35th,
INSTALL ON CANTILEVER Type "U"
14'-6"
5'-0"
Industrial, 29th, 31st, 35th,
INSTALL ON CANTILEVER Type "U"


N
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① INSTALL ON EXISTING SUPPORT
TRUCK LOADING ZONE REMOVE
575
580
A
A
NW NICOLAI STREET
NW 27TH AVE.
① INSTALL
STOP REMOVE
① INSTALL
Industrial, 29th, 31st, 35th, NEXT LEFT
REINSTALL FROM STA. 576+80±
NW 27TH AV
NW NICOLAI ST
STOP REMOVE
① INSTALL
RR REINSTALL
③ REMOVE
① INSTALL
24"
36"
INSTALL
N
TH AV
OLAI ST
STOP
INSTALL
36
RR INSTALL
① INSTALL
③ REMOVE
STENCIL ONLY (RESTRICTIONS OF R/W & RR PROHIBIT INSTALLATION OF SIGN)
① INSTALL
NW 24TH AV
NW NICOLAI ST
REMOVE
RR REMOVE
③ REMAIN IN PLACE
① REMAIN IN PLACE
SPEED 30
REINSTALL SPEED SIGN FROM STA. 592+00±
36x24
INSTALL
36
RR INSTALL
590
NICOLAI STREET
NW 24TH AVE.
①
① REMOVE
24
36
①
INSTALL
① REMOVE
① REMOVE
① INSTALL
① REMOVE
① INSTALL
① REMOVE
NW 25TH AV
NW NICOLAI ST
STOP REMOVE
SPEED 30 REMOVE
36
SPEED 30 48
INSTALL

⚠ Sign moved to luminaire pole on 7/12/82. Attach with stainless steel bands.

Mike Bavar
5.5.82

NW. 29TH AVE.-N.W. 24TH AVE (Portland)
FAU 9302 (NW NICOLAI ST.) ~ MULTNOMAH CO.

4-21-82
4/22/82
6/4/82
6/15/82 FHWA

[illegible]

STATE OF OREGON **INTEROFFICE MEMO**

TO: Steve Green
Metro Right of Way Supervisor

DATE: June 25, 1982

FROM: Adele L. Egan
Right of Way Office Unit Supv.

SUBJECT: AGR 7471
N. W. 24th-29th St. Sec.
City of Portland

MISC. CONTRACTS and
AGREEMENTS No._______

Attached are two copies of the fully executed agreement for this project.

Prefix is 326-2571.

AE
mp
Attach.

cc: Ed Hardt, w/c
Local Gov't Programs, w/c
Finance, w/c
Comm. Serv., w/orig.
Condemnation, w/c
Title, w/c

7/1/82
adele - I do not
find where this was reported to LTC

8/[illegible]

[illegible]

81-125-1387

Portland

STATE OF OREGON

Highway - Traffic

INTEROFFICE MEMO

TRA 7-5

TO: D. N. Stoudenmeyer
Design Supervisor

DATE: June 18, 1982

FROM: L. E. George
Traffic Engineer

SUBJECT: Signing
NW 29th Avenue-NW 24th Avenue (Portland) Section
FAU 9302 (NW Nicolai Street)
Multnomah County

Attached are two prints of the approved sign study plans for the above noted project.

L E George

L. E. George - Traffic Engineer

ELS:ds
Attachments

cc: E. L. Hardt
M. D. Payne
T. H. Schwab

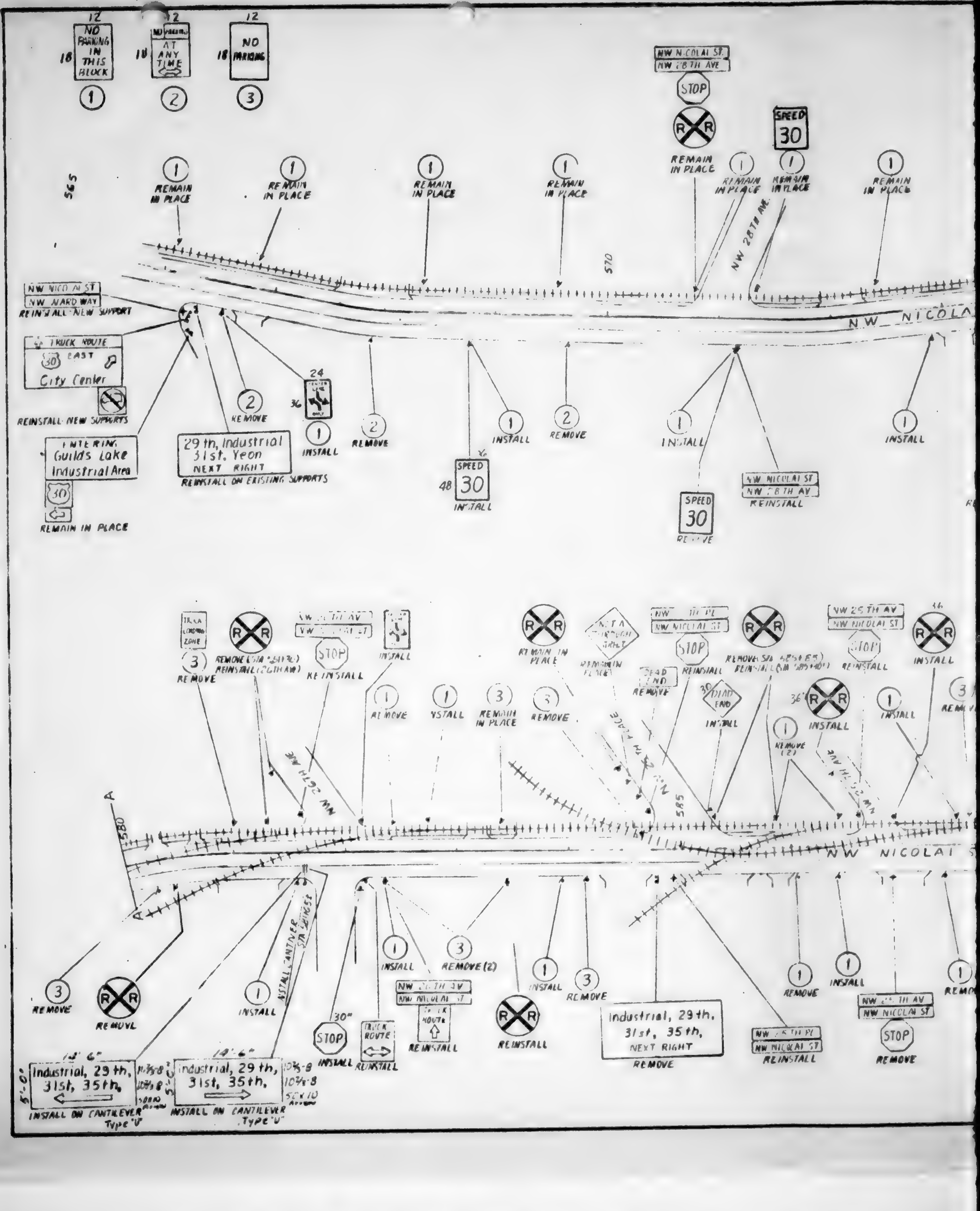
Versteeg
Anderson
/ Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

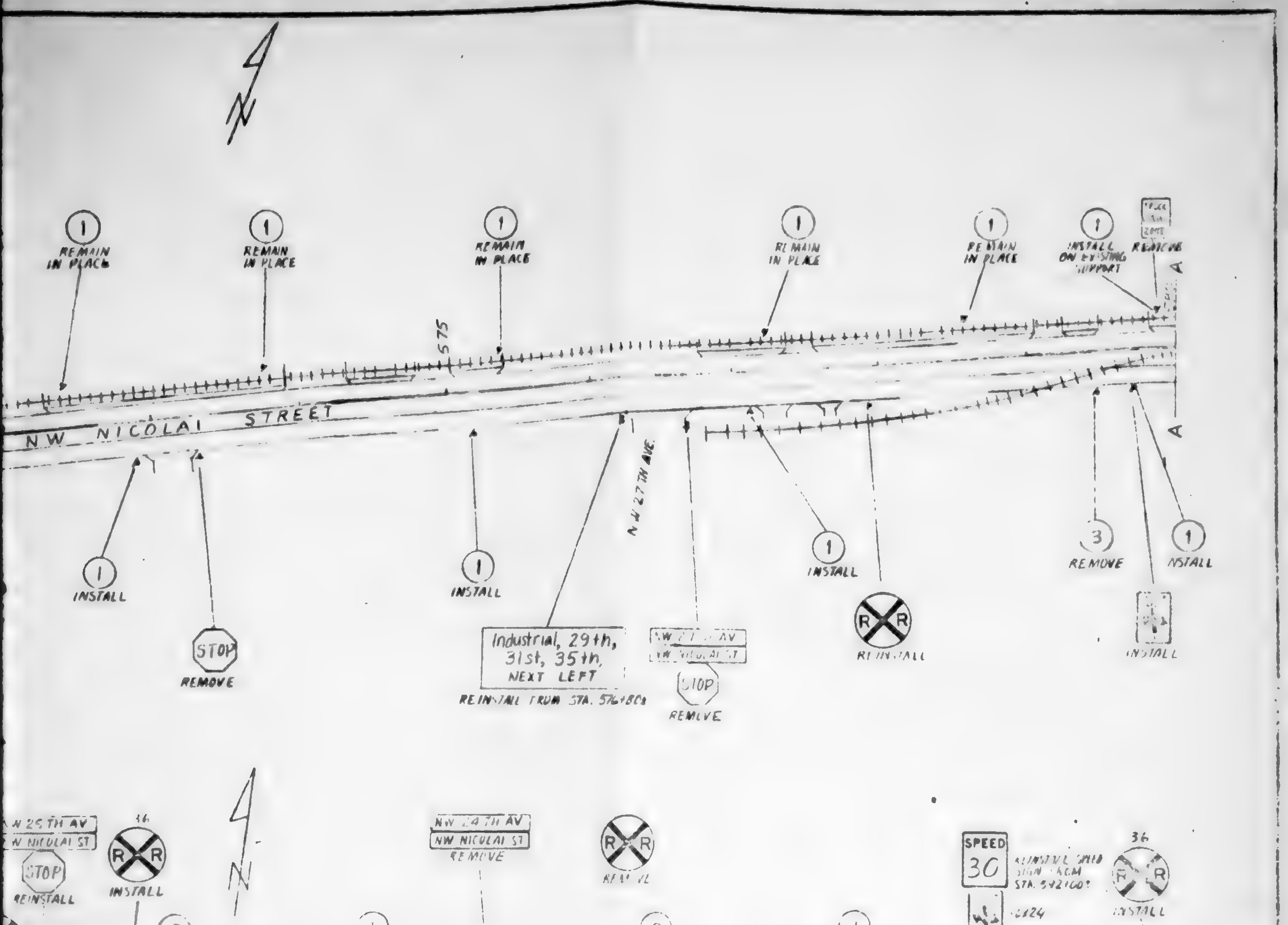
RECEIVED
JUN 18 1982
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up
Action

REFERRED TO
Board Webb
Stoudenmeyer
Cole
Mann
Erikson
Watson
Hager
Dorn
Leu
Due
Return Discuss Do File
BY FINAL DESIGN ENGINEER

1 plan kept by Beard


12
18
NO PARKING IN THIS BLOCK
①
12
18
NO PARKING AT ANY TIME
②
12
18
NO PARKING
③
NW NICOLAI ST.
NW 28TH AVE
STOP
R R
REMAIN IN PLACE
SPEED 30
565
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
① REMAIN IN PLACE
NW 28TH AVE
570
NW NICOLAI ST
NW WARD WAY
REINSTALL-NEW SUPPORT
NW NICOLA
TRUCK ROUTE
30 EAST
City Center
REINSTALL-NEW SUPPORTS
ENTERING Guilds Lake Industrial Area
30
REMAIN IN PLACE
② REMOVE
29th, Industrial 31st, Yeon NEXT RIGHT
REINSTALL ON EXISTING SUPPORTS
24
36
① INSTALL
② REMOVE
36
48
SPEED 30
INSTALL
① INSTALL
② REMOVE
① INSTALL
SPEED 30
REMOVE
NW NICOLAI ST
NW 28TH AV
REINSTALL
① INSTALL
TRUCK LOADING ZONE
③ REMOVE
R R
REMOVE (STA 581+30)
REINSTALL (26TH AV)
NW 26TH AV
NW NICOLAI ST
STOP
REINSTALL
INSTALL
① REMOVE
① INSTALL
③ REMAIN IN PLACE
③ REMOVE
R R
REMAIN IN PLACE
NOT A THROUGH STREET
REMAIN IN PLACE
DEAD END
REMOVE
NW 25TH PL
NW NICOLAI ST
STOP
REINSTALL
30
DEAD END
INSTALL
R R
REMOVE (STA 585+65)
REINSTALL (STA 585+40)
① REMOVE (2)
36
R R
INSTALL
NW 25TH AV
NW NICOLAI ST
STOP
REINSTALL
36
R R
INSTALL
① INSTALL
③ REMOVE
A
580
NW 26TH AVE
NW 25TH PLACE
585
NW 25TH AVE
NW NICOLAI ST
A
③ REMOVE
R R
REMOVE
① INSTALL
INSTALL CANTILEVER STA 581+55
30"
STOP
INSTALL
TRUCK ROUTE
REINSTALL
① INSTALL
NW 26TH AV
NW NICOLAI ST
TRUCK ROUTE
REINSTALL
③ REMOVE (2)
R R
REINSTALL
① INSTALL
③ REMOVE
Industrial, 29th, 31st, 35th, NEXT RIGHT
REMOVE
NW 25TH PL
NW NICOLAI ST
REINSTALL
① REMOVE
① INSTALL
NW 25TH AV
NW NICOLAI ST
STOP
REMOVE
① REMOVE
14'-6"
5'-0"
Industrial, 29th, 31st, 35th,
INSTALL ON CANTILEVER Type "U"
10¾-8
10¾-8
50010 ARROW
14'-6"
Industrial, 29th, 31st, 35th,
INSTALL ON CANTILEVER Type "U"
10¾-8
10¾-8
SCX10 ARROW



N
1 REMAIN IN PLACE
1 REMAIN IN PLACE
575
1 REMAIN IN PLACE
1 REMAIN IN PLACE
1 REMAIN IN PLACE
1 INSTALL ON EXISTING SUPPORT
REMOVE
A
A
NW NICOLAI STREET
NW 27TH AVE
1 INSTALL
STOP REMOVE
1 INSTALL
Industrial, 29th, 31st, 35th, NEXT LEFT
REINSTALL FROM STA. 576+80
STOP REMOVE
1 INSTALL
R R REINSTALL
3 REMOVE
1 INSTALL
INSTALL
N
N 25TH AV
NW NICOLAI ST
STOP REINSTALL
36
R R INSTALL
1 INSTALL
3 REMOVE
STENCIL ONLY (RESTRICTIONS OF R/W R.R. PROHIBIT INSTALLATION OF SIGN)
1 INSTALL
NW 24TH AV
NW NICOLAI ST
REMOVE
R R REMOVE
3 REMAIN IN PLACE
1 REMAIN IN PLACE
SPEED 30
REINSTALL SPEED SIGN FROM STA. 592+00
INSTALL
36
R R INSTALL
590
NW NICOLAI STREET
1 INSTALL
NW 25TH AV
NW NICOLAI ST
STOP REMOVE
1 REMOVE
CENTER LANE ONLY
36
1 INSTALL
1 REMOVE
1 REMOVE
1 INSTALL
1 REMOVE
1 INSTALL
1 REMOVE
SPEED 30 REMOVE
NW 24TH AVE.
SPEED 30
48
INSTALL

NW 29TH AVE - N.W. 24TH AVE (Portland)
FAU 9302 (NW NICOLAI ST) - MULTNOMAH CO.

4-21-82
4/22/82 Bob
6/1/82
6/15/82 FHWA

Mike Bever
5.5.82

June 14, 1982

City of Portland
City Hall
1220 S.W. Fifth Avenue
Portland, OR 97204

AGR 4-1

Attention: George Yerkovich
Auditor

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Gentlemen:

Attached for your files are two fully executed copies of a Construction-Finance Agreement to construct the 29th Avenue-24th Avenue Section of N.W. Nicolai Street.

We are retaining a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

js
Attachment

bc: Don Harwell

7715

U.S. Department
of Transportation
Federal Highway Administration

NOTED
H. S. COULTER

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-9302(-)
NW. 29th-NW. 24th Section (Your DES 16)
Nicolai Street, Multnomah County

Date: June 7, 1982

From: Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

I concur in your public interest finding for advance purchase of railroad equipment as outlined in Mr. Adams' letter of June 2, 1982. The cost will be eligible for Federal participation as State furnished material at the time of installation.

for Dale E. Wilken

cc:
OSHD (J H Versteeg, Rd Dsgn)

RECEIVED
STATE HWY ENGR

JUN 9 '82

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

6/10
cy Hunter

VICTOR ATIYEH
GOVERNOR

Oregon State Highway Division

TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 2, 1982

RECEIVED
STATE HWY ENGR
JUN 2 '82
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

DES 16

Dale E. Wilken
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street, N.E.
Salem, OR 97301

Attn. C. T. Christianson

N.W. 29th Avenue-N.W. 24th Avenue (Portland) Section
FAU 9302 (N.W. Nicolai Street)
Multnomah County

The subject project will require several special diamond railroad crossings and No. 7 and No. 9 turnouts. We understand, from discussions with railroad representatives, that the special crossings require from four to six months' order time.

Since it has been determined by Burlington Northern Railroad that railroad reconstruction work will be handled by our contractor, it appears that advanced ordering of the special crossings and turnouts would be beneficial in reducing the overall construction time required for the project. It is recommended that the Burlington Northern Railroad proceed with the advanced purchasing of the subject equipment since the railroad reconstruction work will be required during the early phases of this project.

We believe it is in the public interest to advance order this equipment because the overall construction time and disruption to traffic can be reduced.

This proposal has been discussed and tentatively approved by Mr. Christianson of the FHWA. We solicit your concurrence that it is in the public interest to advance order this equipment.

This project is presently scheduled for the August 1982 bid letting.

J. H. Versteeg
Road Design Engineer

By DRA.

Donald R. Adams
Final Design Engineer

bc H. S. Coulter
E. S. Hunter
C. T. Keasey
Ed Hardt

D. E. Swan
Roger Trygstad
Jack Sullivan
W. E. Cole

WEC:Ja

A DIVISION OF THE DEPARTMENT OF TRANSPORTATION

1145

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-9302(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 5/21/82

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:

NW 29th Avenue - NW 24th Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK

Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☒ ACQUISITION OF RIGHT-OF-WAY
See below
☐ CONSTRUCTION — ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of 5/20/82 I approve the withdrawal of Files 52586 and 52587. Also, as requested, you are authorized to proceed with all phases of Right of Way acquisition for files 52840 through 52843 as shown on R/W map 9B-20-19.

Also project costs are revised for a TEC of $51,500 Federal Funds $43,775.

(Decrease TEC $89,500 Federal Funds $76,075)

Federal participation is limited to that Right of Way actually incorporated in the final location of the subject project.

RECEIVED
STATE HWY ENGR
MAY 26 '82
REFER TO Mischring
FOR
Info | Inve. | R/D | D R | Sign | Act | File

Only to
5-26

14. DATE 5/21/82

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hessner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

May 20, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Program Control Engineer

SUBJECT: Program Change
Item No. 00049
Project No. IX-9302(2)
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Sec.
Multnomah County

I request your approval of a program change on the subject project to reflect a decrease in estimated total cost of right-of-way as indicated in the enclosed copy of Mr. Lowe's memo of May 18, 1982. The original estimate included the estimated cost of severing two buildings due to railroad spur track relocations. Change in alignment of the spur tracks has eliminated the building work at a considerable reduction in estimated cost, but results in the need to acquire temporary construction permit areas under 4 additional files.

I request authorization to proceed with the actual acquisition of the additional files 52840 thru 52843 as outlined in red on the enclosed copy of right-of-way map No. 9B-20-19. No relocation is involved in acquiring these additional files.

The above program change will involve revisions in financing as follows:

	TEC	FF	Appn Code	Pro-Rata
Present	$ 51,500.00	$ 43,775.00	580	85.0%
Previous	141,000.00	119,850.00	580	85.0%
Decrease	$ 89,500.00	$ 76,075.00		

CL:bkc
Enc.
cc: E. Mershon
G. Zehner
F. Lowe
General Files

Form 734-3122

[illegible] Portland

ROAD DESIGN SECTION 378-6552

ROW 3:1

J. B. Boyd, Manager
Right of Way Section

May 11, 1982

J. H. Versteeg
Road Design Engineer

Files 52840 through 52843
N.W. 29th Ave.-N.W. 24th Ave.
(Portland) Section
N.W. Nicolai Street (City St.)
Multnomah County

Attached are descriptions (4 files), an authorization and right of way prints covering additional right of way required for the subject project, scheduled for August 26, 1982.

ORIGINAL SIGNED BY
W. H. WAKERLIG

By:
W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachments

9745

61 ✓

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO
Telephone: 238-8226
Date: May 5, 1982

File No:

TO: DONALD E. FANTZ
Project Coordinator

FROM: JAMES D. McCLURE
Project Development Manager

SUBJECT: Nicolai Improvement Project

As we receive more letters from the businesses along Nicolai such as the attached letter from Mercer Industries, you should call a meeting of your steering committee to discuss how their concerns can be incorporated into the project special provisions. Marian Craft and a representative from our specifications unit should attend the meeting to determine how these concerns can be best handled.

po

cc: Vic Rhodes
E. L. Hardt
Marion Craft
D. R. Adams
Jack Sullivan

Attachment

?
1 Versteeg ✓
Anderson
2 Adams
Olson
3 Sullivan JWS
Terpin
Trout
Wakarlig

RECEIVED
MAY 6 1982
ROAD DESIGN
SECTION

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BY FINAL DESIGN ENGINEER

Jim

MERCER INDUSTRIES, INC.
2636 N.W. 26th AVE., PORTLAND, OREGON 97210
P.O. BOX 10166
AREA CODE 503 226-2511
AN EQUAL OPPORTUNITY EMPLOYER

April 30, 1982

MA PDM PDE FFM SPC
ODOT - METRO
MAY 03 1982
BM PAR PPC FILE T/A

City of Portland, Oregon
Department of Public Works
621 S.W. Alder Street
Portland, OR 97205

Attn: Victor F. Rhodes
Bureau of Street & Structural Engineering

Subject: Northwest Nicolai Street Reconstruction

Dear Vic:

Reference is made to your letter of April 21, 1982, in respect to minimizing the impact of the construction work on our operations. The following are our requirements in answer to your letter.

The City and State to provide the following:

1. Uninterrupted access to the two main loading doors of our steel shop Nicolai Street elevation during all working hours - from 6:30 a.m. to 5:30 p.m. Said access to be wide enough to provide for over-length (65'-70') semi-trucks backing into the plant from the proposed one-way traffic lanes on Nicolai Street.
2. Provide continuous daytime access to backup or negotiate over-length semi-trucks and trailer rigs from Nicolai Street into two main plant doors. During one-way traffic or restricted traffic lanes on Nicolai Street, City and State to provide flagman control of traffic to accomplish this movement safely and expeditiously.
3. Uninterrupted access to Northwest 25th Place from Nicolai Street during all working hours - 6:30 a.m. to 5:30 p.m. Positive contract provisions providing that the widening project from Nicolai Street north on 25th Place is not undertaken or executed during the same time period as the Nicolai Street relocation.

Cc Ed Hardt
Curt Duval
Bill Cole - Salem

REINFORCING STEEL ■ ARCHITECTURAL BUILDING PRODUCTS ■ GLASS ■ RESIDENTIAL BUILDING PRODUCTS ■ CONCRETE ACCESSORIES

4. Provide for the vertical realignment or remodel of Mercer railroad spur to be accomplished at night (after working hours other than from 6:30 a.m. to 5:30 p.m.). Provide for temporary access by properly planking work in process for truck access. Provide for repaving and/or patching with quick-setting concrete on weekends. Provide spur vertical realignment or remodel work be accomplished on a reasonably expedient time-frame limit, or say, no more than ten working days.

5. Provide for the construction of the new Burlington Northern, Nicolai Street track at sidewalk line to be accomplished at night. Provide for daytime temporary access by properly planking work in process for truck access. Provide for repaving and/or patching with quick-setting concrete on weekends.

6. Provide specifications and inspection to control and prevent accidental damage or interruption of all telephone, electric, water, gas and sewer services to the plant, both underground and overhead. Provide insurance requirements for General Contractor which will pay for interruption or shutdown of work facilities due to his failure, negligence, or the like.

7. Interruption of railroad service to the building to be limited on a pre-arranged schedule to no more than a 14-day construction period.

Our company has not had any communication from the Oregon State Highway Department, Right-of-Way Acquisition and/or Claims Division. On the basis of our last communication, it appears that no alterations are going to be necessary to our building or plant structures.

Your relocation and realignment sketch provides that our present spur will remain in the same location but maybe will require vertical realignment. We have concluded that the vertical realignment costs and contract, including the moving of the rail spur and repaving and patching to the actual building line, will be included as a part of the City and State contractor's work to be paid before by the City and State.

Yours very truly,
MERCER INDUSTRIES, INC.

D. E. Mercer
President

DEM:ns

cc: ✓Jim McClure, ODOT
Steve Green, ODOT
Donald Fantz, ODOT
L. David Hill

Portland

DES 16

ROAD DESIGN SECTION

Jim McClure
Project Development Engineer

March 19, 1982

W. E. Cole
Design Supervisor

N.W. 29th Ave.-N.W. 24th Ave. (Portland) Sec.
FAU 9302 (N.W. Nicolai St.)
Multnomah County

1 Versteeg
2 Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
MAR 23 1982
ROAD DESIGN SECTION

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Enclosed please find one set of Construction Plans on the subject project. As noted, the precast concrete railroad crossings at street connections, driveways and street spur crossings are shown in yellow. The blue color indicates open ballast areas as requested by the City of Portland.

As you can see when all of the street connections and commercial driveways receive the precast concrete treatment, the remaining open ballast areas are few and far between. In some cases just short intermittent areas remain. We are concerned about the possible drainage problem in these open ballast areas. The roadway base design calls for treated base and asphaltic concrete surfacing and water would be trapped in these areas.

The City has requested the open ballast type construction to discourage delinquent parking on or near the tracks and we feel that the concrete island separating the street and railroad open ballast areas would be protection enough to eliminate the parking problem. We would prefer some other type surfacing rather than the open graded ballast rock, preferably asphaltic concrete.

We assume the street spur crossings will receive the precast concrete treatment also. We would prefer asphaltic concrete surfacing in these areas because the use of precast concrete between the tracks would cause a construction problem while trying to maintain the street crown section.

Please review these design features and discuss with the City.

WEC:rw

Enclosure

cc: Ed Hardt
Roger Trygstad

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL AID PROJECT NO. IX-9302(2)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
Federal Highway Administration
Oregon Division

4. PROGRAM NO.

5. ITEM NO. 00049

6. TO
Mr. H. S. Coulter, State Highway Engineer
Oregon Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 3-3-82

8. FEDERAL ROUTE NUMBER FAU 9302

9. STATE ROUTE NUMBER City Street

10. GENERAL LOCATION:
NW. 29th Avenue - NW. 24th Avenue (Portland) Section

11. GENERAL DESCRIPTION OF WORK
Right of Way

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☒ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Swan's letter of February 26, 1982, you are now authorized to proceed with all phases of right of way acquisition for Files 52513, 52586, and 52587, as shown on right of way map 9B-20-19 at a TEC of $141,000; Federal Funds $119,850.

Federal participation is limited to that right of way actually incorporated in the final location of the subject project.

[illegible] 3-8

RECEIVED
STATE HWY ENGR
MAR 8 '82
REFER TO [illegible]
FOR

14. DATE 3-3-82

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

February 26, 1982

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM: D.E. Swan, P.E.
Operation Programming Engineer

SUBJECT: Project Data Submission
Item No. 00049
Project No. IX-9302(2)
N.W. 29th Ave.-N.W. 24th Ave. (Portland) Sec.
Multnomah County

Enclosed is data consisting of PR-1 forms, sketch maps and right-of-way map 9B-20-19 for the subject project.

I request the following:

> Authorization to proceed with right-of-way acquisition all phases at an estimated total cost of $141,000 with an obligation of $119,850 in federal funds. The right-of-way to be acquired is as outlined in red on the enclosed right-of-way map and does not involve relocation assistance.

A copy of the State Clearinghouse A-95 Review conclusions has been previously forwarded.

This request is based on the January 21, 1980 letter to you from the Director of The Department of Transportation.

CL:bkc
Attachments

cc: J. Boyd
F. Lowe
General Files

Form 734-3122

ROAD DESIGN SECTION 378-6558 ROW 3:1

J. B. Boyd, Manager
Right of Way Section

January 28, 1982

J. H. Versteeg
Road Design Engineer

File 52513
N.W. 29th Ave.-N.W. 24th Ave.
(Portland) Section
N.W. Nicolai Street
Multnomah County

Versteeg
Anderson
Adams
Olson
Sullivan
Terpin
Trout
Wakerlig

RECEIVED
JAN 29 1982
ROAD DESIGN
SECTION

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Attached is a description (1 file), an authorization and right of way prints covering right of way required on the subject project, scheduled for fiscal first quarter of 1983.

By: ORIGINAL SIGNED BY
W. H. WAKERLIG

W. H. Wakerlig
R/W Descriptions Supervisor

WHW:rlr
Attachements

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No
ROW 18-2

NOTED
H.S. COULTER

RECEIVED
STATE HWY ENGR
JAN 15 '82
REFER TO
FOR

Info	Inves	R/D	D.R	Sign	Act	File

January 13, 1982

Mr. David Astle
Assistant PUC Commissioner
Public Utility Commission
Labor & Industries Building
Salem, OR 97310

PUC Applications
N.W. Nicolai St.
City of Portland

Dear Dave:

I have discussed with you and Craig Reiley of your office the project we are developing on N.W. Nicolai St. between roughly N.W. 23rd and N.W. 26th Ave. The project calls for removing the Burlington Northern tracks from the center of the street and placing them on the north side out of the traveled way.

Attached you will find eight copies of typical sections and eight copies of a map showing the overall effect of the project on the railroad. You will also find two PUC applications for new crossings. A number of crossings will either be eliminated or changed by the relocation of the track. The following is a description of the proposed revisions to the Burlington Northern Railroad facilities on N.W. Nicolai St.

N.W. Nicolai St. (Crossing No. 8P-2.10). This crossing will be eliminated by moving the track from the center of Nicolai St. to the north side. This crossing is not shown on the PUC log.

California Tire Co. spur and Bitar Brothers Warehouse spur (Crossing No. 8P-2.08-C). Two tracks will now cross both lanes of traffic. The crossing is not shown in the PUC log. A PUC application is attached.

N.W. 26th Ave. (Crossing No. 8P-2.06). This crossing will be moved from the center of the street to the north side.

Mercer Steel Co. spur (Crossing No. 8P-2.03-C). This crossing will be eliminated.

Form 734-3122

Chase Bag Co. spur (Crossing No. 8P-2.01). This crossing will be moved from center of the street to the north side. The spur crossing will now cross both lanes of traffic.

N.W. 25th Ave. (Crossing No. 8P-1.96). This crossing will continue to cross N.W. 25th Ave. but on the north side of Nicolai St.

Cal Bag Metals Co. spur and Nike spur (Crossing No. 8P-1.90-C). This crossing will be eliminated by moving the track from the center of Nicolai St. to the north side.

N.W. 24th Ave. (Crossing No. 8P-1.87). This crossing will be eliminated by moving the tracks from the center of Nicolai St. to the north side.

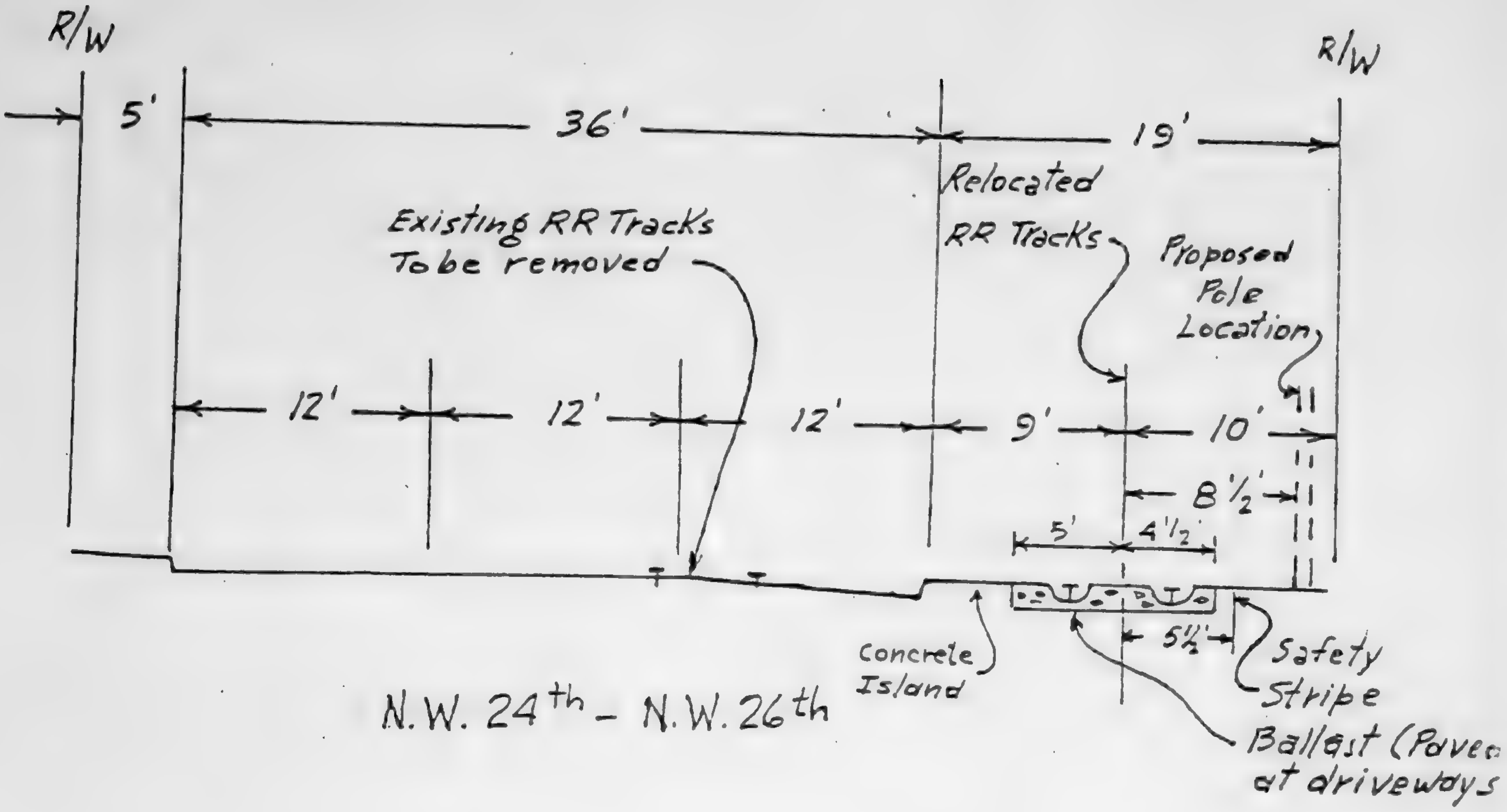
N.W. Nicolai St. (Crossing No. 8P-1.85). This is the point where the track moves from the center of Nicolai St. to the north side. A new crossing of the west bound lane is the result. A PUC Application is attached.

It is requested that a PUC Order or Orders be written to reflect the changes outlined above.

Cordially,

Roger D. Trygstad, P.E.
Railroad & Utility Engineer

RDT/llr
Attachments
cc: ~~H. S. Coulter~~
R. Bothman
Ed Hardt
C. T. Keasey
D. E. Swan
J. L. Sollis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Existing RR Tracks To be removed
Proposed Pole Location
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12'
12'
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10'
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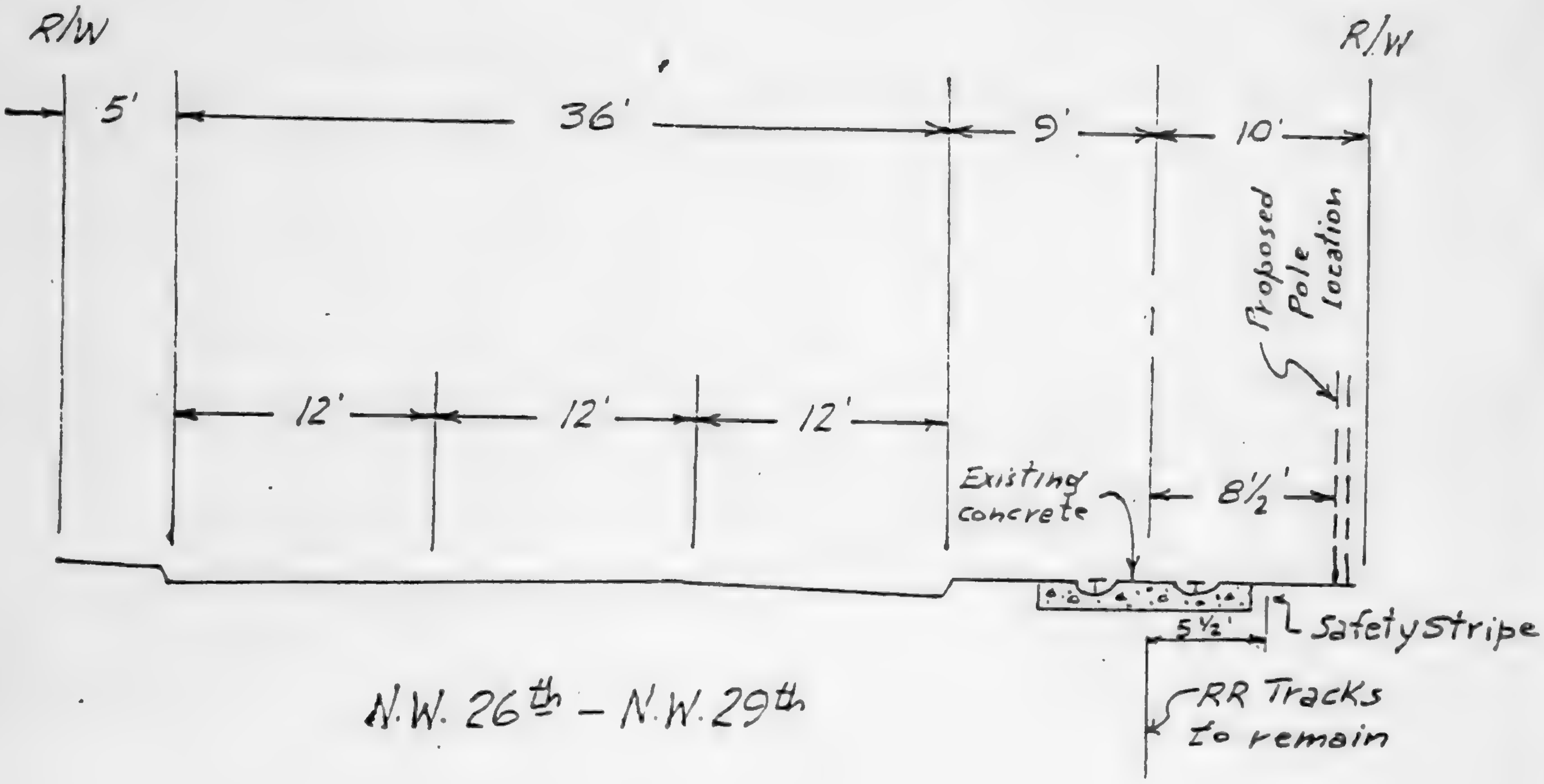
4½'
5½'
Concrete Island
Safety Stripe
Ballast (Paved at driveways

N.W. 24th – N.W. 26th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Proposed Pole location
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Existing concrete
8½'
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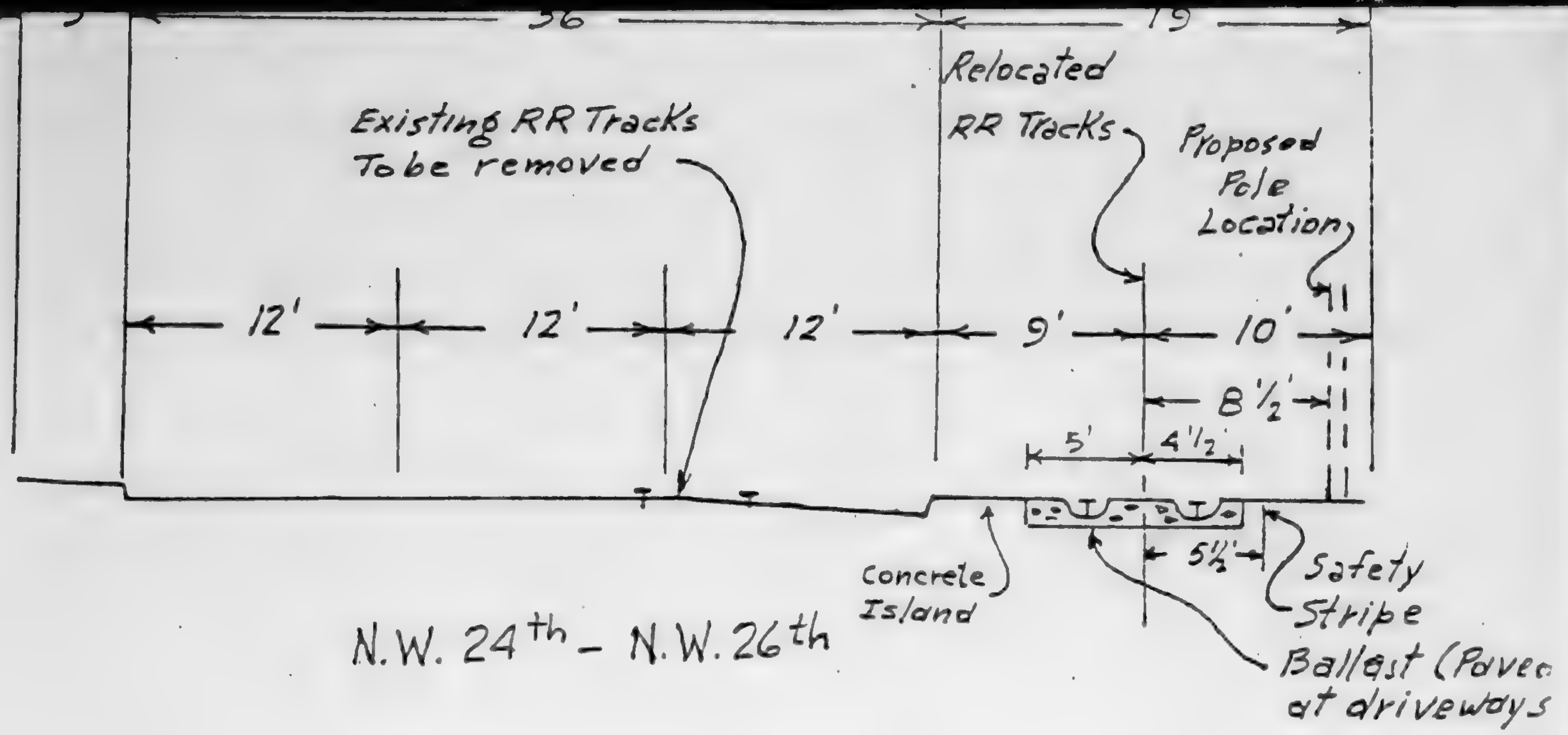
Safety Stripe
RR Tracks To remain

N.W. 26th – N.W. 29th

OREGON DEPARTMENT OF TRANSPORTATION
METROPOLITAN BRANCH

PROPOSED R.R. IMPROVEM'TS.
N.W. NICOLAI ST.
I-505 ALTERNATIVE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Relocated RR Tracks
Existing RR Tracks To be removed
Proposed Pole Location
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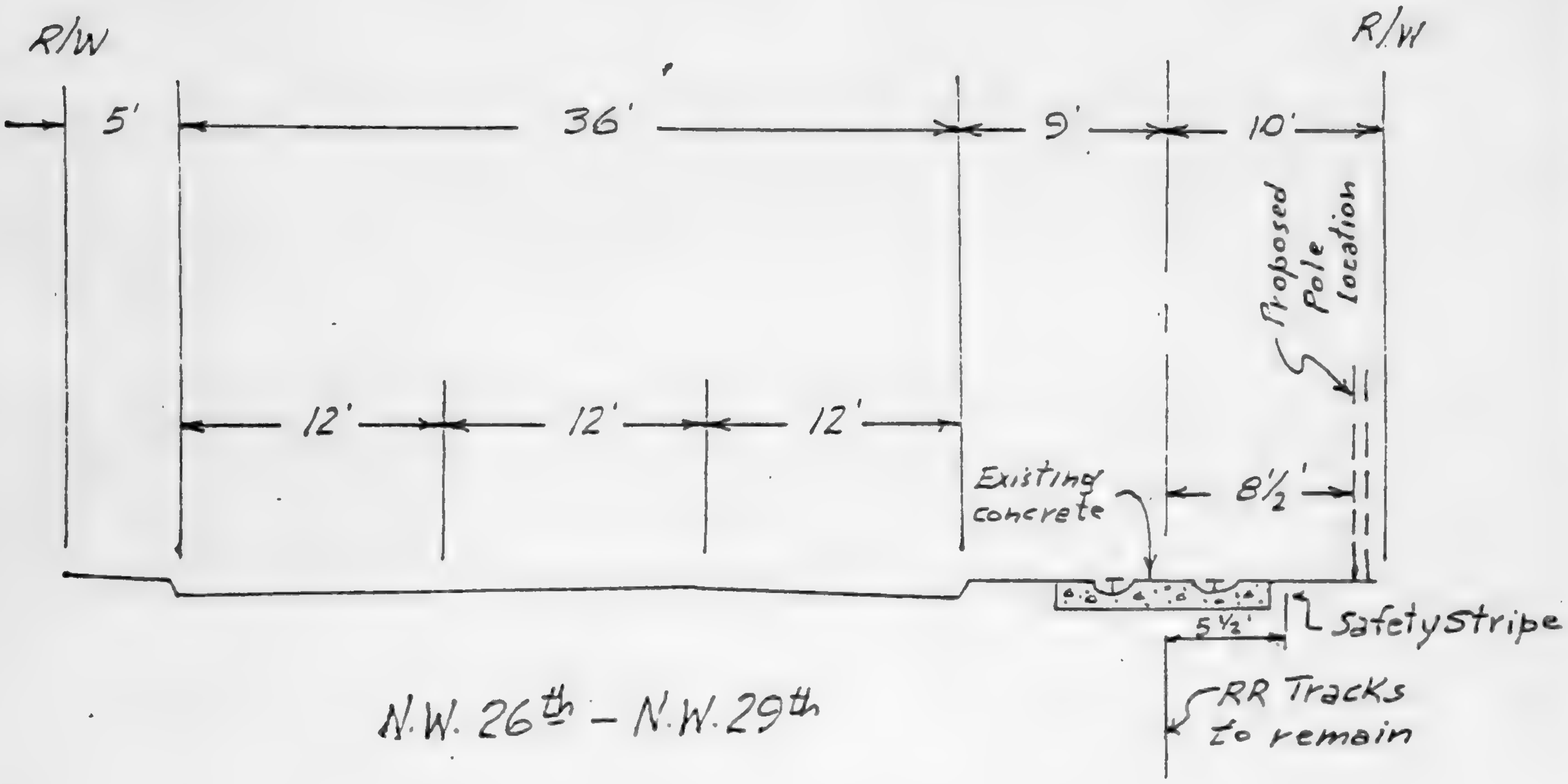
Concrete Island
Safety Stripe
Ballast (Pavec at driveways

N.W. 24th - N.W. 26th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Proposed Pole location
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12'
Existing concrete
8 1/2'
5 1/2'
Safety Stripe
RR Tracks to remain

N.W. 26th - N.W. 29th

OREGON DEPARTMENT OF TRANSPORTATION
METROPOLITAN BRANCH

PROPOSED R.R. IMPROVEM'TS.
N.W. NICOLAI ST.
I-505 ALTERNATIVE

ADMINISTRATOR R. N. BOTHMAN DATE 12 23 '81
SCALE ______ BY P.E.H.

PUC Docket No. SXF ______
PUC Crossing No. 8P-2.08-C
DOT-AAR Crossing No. ______

BEFORE THE PUBLIC UTILITY COMMISSIONER
OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project.

Formal Title:

In the Matter of the Application of Oregon Department of Transportation, Highway (name of applicant) Division for City of Portland

for the authority, pursuant to ORS 763. 030 (020/030/040), to

alter (construct/alter/change protection at/relocate/close) a grade (grade/separated) crossing

of N.W. Nicolai St. (name of street or highway)

and Burlington Northern Railroad (name of railroad company)

Pettygrove St. Line (name of railroad main or branch line or other trackage)

in (in/near) Portland (name of city/town/rail station), Multnomah (name of county) County,

Oregon.

Check one of the following:

Allocation of funds from one of the following sources is requested or expected --

☐ State grade crossing protection account (ORS 763.270, .280, .290).
Estimate of dollar cost to fund: $ ______

☒ Federal-Aid Highway System funds.*

☐ Other Federal Funds.*

☐ None of above.

*If Federal funding assistance is expected, please give appropriate federal statutory provision.

PUC Form 202 (30) 1-80

Title Page

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project

---

Check one of the following and answer all of Section 1, plus all other parts of the application indicated beside that item.

(1) ____ Construction of a new public highway/bikeway over an existing railroad at grade.
Answer: Sec. I, II, V, as appropriate.

(2) ____ Construction of a new railroad track or tracks over an existing public highway at grade.
Answer: Sec. I, II, V, as appropriate.

(3) ____ Construction of a new public highway over or under an existing railroad.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(4) ____ Construction of a new railroad track or tracks over or under an existing public highway.
Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(5) ____ Alteration/relocation of an existing public highway at an existing grade crossing.
Answer: Sec. I, II, V.

(6) __X__ Alteration or relocation of existing railroad trackage at an existing grade crossing.
Answer: Sec. I, II, V.

(7) ____ Separation of an existing grade crossing. Answer: Sec. I, III, V and #12 (a)(1) and (b)(1).

(8) ____ Alteration of an existing separated crossing. Answer: Sec. I, III and V.

(9) ____ Removal of a track or tracks from an existing grade crossing. (If this is all that is involved, no application is required. Please notify us in writing.)

(10) ____ Addition of a track or tracks at an existing grade crossing. (See (6) above and answer as indicated.)

(11) ____ Addition of protective devices at an existing crossing.

(12) ____ Addition or removal of stop sign protection at an existing crossing. (Simplified form 204 (31) 10-77 may be used if this is all that is involved. Otherwise, answer as indicated under (5) above.)

(13) ____ Closure of an existing grade crossing. Answer: Sec. I, IV and the applicable portions of #'s 11, 12 and 13.

(14) ____ Other (please specify)________________________________

Note: TO SAVE PAPER WHEN COMPLETING THIS FORM, IF IT IS FOUND THAT NO RESPONSES ARE REQUIRED ON ANY PARTICULAR PAGE(S), PLEASE OMIT SUCH PAGE(S) FROM YOUR APPLICATION. ALL SUCH OMISSIONS MUST BE SPECIFIED ON THE SIGNATURE PAGE.

IMPORTANT: PLEASE READ NOTE AT BOTTOM OF PRECEDING PAGE BEFORE COMPLETING THIS FORM.

NOTE TO APPLICANT: If assistance in completing this form is desired, please call 378-6659. On a question involving railroad data, the railroad involved can usually provide assistance as well:

Burlington Northern, Engineering Dept.	241-6312	(Portland)
Southern Pacific, Division Engineer	228-8181	(Portland)
Union Pacific, Public Projects Engineer	249-2591	(Portland)
or--	(208)-232-4450	(Pocatello, Idaho)

(Pocatello should be called for Union Pacific lines east of Huntington, including the line to Burns.)

SECTION I. (To be filled out completely by all applicants.)

1. Name of Applicant: ODOT, Highway Division for the City of Portland

Address: Transportation Building, Salem, OR 97310

Name of Applicant's Contact Person and Telephone No. Roger Trygstad, 378-6511

2. Statutory authority under which this application is made: ORS 763.030
020/030/040

Note: If a new grade crossing is proposed — ORS 763.020; if an existing grade or separated crossing is to be altered — 763.030; if a new separated crossing is proposed — ORS 763.040.

3. Location of the proposed project:

a. Railroad milepost 8P-2.08-C

b. City Portland

c. Nearest railroad station Portland

d. County Multnomah

e. The proposed project is to be in the ____ 1/4 of the ____ 1/4 of Section ____, Township ____, Range ____, W. M.

4. a. Name of public highway involved in this project:
N.W. Nicolai St.

b. Name of public authority with jurisdiction over this highway:
City of Portland

5. Name of railroad involved in this project: Burlington Northern Railroad
Pettygrove St. Line
(include name of branch, main line or other track)

6. List the proper parties in interest in this matter and their address:

a. Multnomah County

b. City of Portland

c. Pacific Power & Light Co.

d. Burlington Northern Railroad

e.

f. Oregon Department of Transportation, Highway Division

Have you served each of these parties with a copy of this application? No
(yes/no)

If yes, please provide certificate of such service. (We would prefer to serve the application ourselves.)

7. Describe the project in detail (including any street widening, curbing, guardrail, realignment, etc.):

Between N.W. 24th Ave. and N.W. 26th Ave. relocate railroad track from the center of Nicolai St. to the north side of the street.

8. a. Is the project contemplated required by the public safety, necessity, convenience and general welfare? Yes (yes/no)

b. If yes, why? by moving the railroad tracks out of the traveled way.

9. Is the crossing involved (to be) a separated crossing? No (yes/no)

SECTION II. Grade Crossings (I . separated crossing is involved in thi plication, answer 11a(2), 11b(1), 12a(1) and 12b(1), then go on to Section III.)

10. Is it possible or practical to construct a separated crossing at this location? No (yes/no)

If no, why not? The cost too great for the amount of traffic

11. Physical description of the crossing:

a. The Highway

(1) Alignment --Describe the highway alignment for 500 feet on each approach, both before and after the project:

Nicolai St. alignment will not change.
Nicolai St. is tangent 500 ft. easterly of the crossing.
Westerly of the crossing there is a 16 degree curve.

(2) *Width--The highway is 36 feet wide at the crossing at present; after completion of the project, it will be 36 feet wide at the crossing; consisting (from N (N or E) to S (S or W)) of:

At present--			After completion--		
Shoulder** of	0	feet	Shoulder of	0	feet
1 lane(s) at	12	ft. ea.	1 lane(s) at	12	ft. ea.
RR tracks ~~Median~~ of	12	feet	Median of	12	feet
1 lane(s) at	12	ft. ea.	1 lane(s) at	12	ft. ea.
Shoulder of	0	feet	Shoulder of	0	feet

---

* Measurement of highway width should be along a line perpendicular to the centerline of the highway, 15 feet from the centerline of track.

** If highway is curbed to crossing, "shoulder" is assumed to mean "parking area."

11.a. (continued)

(3) Surface--

	At present:	After completion:
Width between rails (measured perpendicular to the roadway centerline):	36	36
Type of surface of traveled way:		
on approaches	Asph. Conc.	Asph. Conc.
at crossing	Asph. Conc.	Concrete
Type of surface on shoulders;	N/A	N/A
Condition of surface:		
on approaches	Good	New
at crossing	Good	New
Is highway curbed on the approaches?	Yes	Yes
Is there one or more sidewalks at this crossing?	Yes	Yes

If either answer to the above question(s) is "Yes," please describe below, including width and location of each sidewalk:

5 ft. walk on south side

5 ft walk on north side

(4) Gradient, going toward crossing on--

	At present:	After completion:
E (N or E) approach	± 0 %	± 0 %
W (S or W) approach	± 3.2 %	± 3.2 %

(5) Nearest public roadway intersection on each approach--

(a) E (N or E) approach: 50 ft; ADT unknown

(b) W (S or W) approach: 500 ft; ADT unknown

Name of road or highway:

(a) NW 26th Ave.

(b) NW 27th Ave.

Public authority with jurisdiction over road or highway:

(a) City of Portland

(b) City of Portland

(If different public authority than that with jurisdiction over road at crossing, please add name to list of parties in interest in this matter--see item 6 of this application form.)

Are traffic signals (to be) installed at either of these intersections?

(a) No (yes/no); (b) No (yes/no).

11.a. (Continued)

If yes to either, please explain below which intersection(s) is (are) (to be) signalized, and whether or not this signalization is (to be) interconnected with track circuitry on the railroad. If it is, are part-time turn restriction signs (to be) installed? (If there is to be interconnected circuitry, please include the interconnection and part-time turn restriction signs as items of protection proposed herein. If traffic signals at the adjacent intersection are to be installed in connection with this project, they should also be listed under item 14 herein and a signal operation matrix should accompany the application. The State Grade Crossing Protection Account can participate in funding only for costs of the actual interconnection of the traffic signals with the railroad signals and circuitry.)

N/A

(6) a. Describe how the crossing is now protected. (For example: 2 crossbucks, 2 stop signs, 2 advance warning signs.) Please indicate which of these devices will be removed upon completion of this project:

Advance warning sign.

b. Are all the devices to remain up to current standards? Yes

b. The Railroad

	At present:	After completion:
(1) Number of tracks--	2	2

Name of each track from E (N or E) to W (S or W):

Spur to Bitar Bros. Warehouse

Spur to California Tire Co.

(2) Angle of intersection--	25 o	25 o

If more than one track-highway angle exists, please give details below, track by track:

No

(3) Alignment--Describe the railroad track(s) for 500 feet in each direction, both before and after the project:

Railroad track will be moved to north side of Nicolai St.

Alignment will remain the same both before and after.

Current alignment is tangent easterly of crossing, tangent westerly of crossing for 150 ft. then 28^{o} curve left then tangent again. This follows R/W of Nicolai St.

11.b. (Continued)

(4) Nearest switch--

	At present:	After completion:
E (N or E) of crossing:	400 ft.	400 ft.
W (S or W) of crossing:	2000 ft.	2000 ft.

12. Use of the crossing:
a. The Highway

(1) Average daily traffic volume--

At present: 7500 ; After completion 7500 ;

(2) Speed of vehicles (estimated 85th percentile speed)--

	At present:	Expected after completion
At SSD* from crossing on E (N or E) approach:	25 mph	25 mph
on W (S or W) approach:	25 mph	25 mph
At crossing:	25 mph	25 mph
Posted speed limit on approaches:	25 mph	25 mph
(3) Direction of traffic flow:	E & W (N & S, etc.)	E & W

b. The Railroad

(1) Train movements-- (avg. per day)

	At present:	Expected after completion:
Freight trains:	4	4
Switching movements:	6	6
Passenger trains:	-	-

(2) Speed of trains--

	At present:	Expected after completion:
Maximum allowable:	4 mph	4 mph
Typical:	4 mph	4 mph
Slowest Normal:	mph	mph

13. Visibility at the crossing from the standpoint of the approaching motor vehicle operator:

a. Of approaching trains--

(1) From a "stop" position (approx. 18 feet from edge of nearest rail) on the . . .	The motor vehicle operator can see along the railroad . . .
______ (N or E) approach:	500+ ft. to right; 500+ ft. to left
______ (S or W) approach:	500+ ft. to right; 500+ ft. to left

*Safe Stopping Distance (see table page 7).

13. a. (Continued)

(2) From a "safe stopping distance" (see table below) on the . . .	The motor vehicle operator can see along the railroad . . .
E (N or E) approach:	500+ ft. to right; 500+ ft. to left
W (S or W) approach:	500+ ft. to right; 500+ ft. to left

If these sight distances will be changed on completion of the project, please explain below:

No

NOTE: TABLE OF SAFE STOPPING DISTANCES ("SSD")

Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"
10 mph	44 ft.	30 mph	169 ft.	50 mph	360 ft.
15 mph	69 ft.	35 mph	210 ft.	55 mph	418 ft.
20 mph	98 ft.	40 mph	256 ft.	60 mph	481 ft.
25 mph	131 ft.	45 mph	306 ft.		

b. Of the proposed protective devices--

(1) Will vision of the protective devices to be installed at the crossing be obstructed on the main approach road within 1000 feet of the crossing?

No (yes/no) If yes, please explain by what and at what point it will be obstructed:

(2) If roadside-mounted protective devices (such as "STOP" signs or Standard No. 2 flashing light signals) are to be installed at the crossing, is the approaching driver's vision of these devices likely to be totally or partially obscured by parked vehicles? No (yes/no)

If yes, explain how you propose to overcome this problem. If no, why not?

No parking

14. List the number and types protective devices to be installed at crossing and on its approaches.

TYPES OF DEVICES (refer to rule OAR 860-42-060)

Standard No. 1M, multiple track sign
Standard No. 1P, reflectorized crossbuck for pedestrian crossings only
Standard No. 1R, reflectorized crossbuck
Standard No. 1S, vehicle stop sign (to stop vehicles)
Standard No. 1T, railroad stop sign (to stop trains)
Standard No. 2, flashing light signal
Standard No. 2B, cantilevered flashing light signal
Standard No. 2P, flashing light signal for pedestrian crossings only
* Standard No. 4, automatic gate signal
Activated advance warning sign with message "PREPARE TO STOP WHEN LIGHTS FLASH."
--- Standard stop clearance lines
Standard "EXEMPT" sign
Standard advance "EXEMPT" sign
** Standard part-time turn restriction sign
Standard "DO NOT STOP ON TRACKS" sign
--- Standard advance warning sign
Standard "STOP AHEAD" sign
--- Standard advance warning pavement markings
Standard highway guardrail (urban or rural)
Non-mountable curb
Traffic signals at crossing
** Traffic signals at adjacent intersection

---

* To be used in conjunction with Standard No. 2 or No. 2B signals. Please indicate which it will be.
** Please furnish description of traffic signal operation, including a signal operation matrix upon train preemption.

a. Protection type: Advance warning sign, stop clearance lines & pavement markings.

Number of such devices: 2; To be located as follows: each side of crossing

(1) Who will perform the installation: City of Portland

(2) Estimated cost of installation: $____________***

(3) Who will pay for said installation?

Name of Party	Percent of Cost
City of Portland	100%

(4) Who will maintain these devices? ____________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
City of Portland	100%

*** Include cost of furnishing the protective devices(s).

14. (Continued)

b. Protection type: ______________________________

Number of such devices ________; To be located as follows: ______________________________

____

____

(1) Who will perform the installation? ______________________________

(2) Estimated cost of installation: $______________________________

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ______________________________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

c. Protection type: ______________________________

Number of such devices: ________; To be located as follows: ______________________________

____

____

(1) Who will perform the installation? ______________________________

(2) Estimated cost of installation: $______________________________

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ______________________________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

NOTE: Add 14d, e, etc., on separate sheet, if needed.

If Commissioner's Standard No. 2B or 4 signals are to be installed, describe how motorist will be protected from striking these signals. RURAL TYPE GUARDRAIL, MODIFIED RURAL TYPE GUARDRAIL (describe modification), URBAN TYPE GUARDRAIL OR NON-MOUNTABLE CURBING.

15. Protection at signal: ______

Number of such devices: ______; To be located as follows: ______

(1) Who will perform the installation? ______

(2) Estimated cost of installation: $ ______

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ______

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

16. Who will construct the crossing?

a. Between the rails and for a distance of two feet outside thereof: City

Estimated cost of this portion: $ part of project

Note: These costs include rail renewal, compromise joints, ballasting, ties, tie plates, angle bars, crossing materials and installation of all these items.

b. Remainder of crossing area: City of Portland

17. Who will pay for such construction and in what proportion?

a. Between the rails and for a distance of two feet outside thereof: City

b. Remainder of crossing area: City

18. Who will maintain the crossing?

a. Between the rails and for a distance of two feet outside thereof: Burligton Northern Railroad

b. Remainder of crossing area: City

19. Who will pay for said maintenance?

a. Between the rails and for a distance of two feet outside thereof:

Burlington Northern

b. Remainder of crossing area: City

20. If automatic protective devices are (to be) installed at the crossing, please answer the following:

a. What type of device will be used to activate them?

(Each track of the crossing should be covered in the answer. Example: Main track--constant warning time device (predictors); Siding track—motion sensing type equipment; Spur tracks--island circuits.)

b. If automatic gates are to be installed, are there any overhead wires or other obstacles which might impair the operation of the gate arms?

______ (yes/no) If so, describe the obstacles, identify the owner and make the owner a party in interest in this matter.

SECTION V. -- (To be completed by all.)

41. Upon completion of this project, will it be possible to close any existing grade crossing(s) in the area? Yes (yes/no)

If yes, list and explain: 8P-2.10 will be closed

If no, explain why not:

42. Other items of construction and cost distribution:

* * *

43. Are the maps and drawings required by the Commissioner's Rules and Regulations attached to this application? Yes (yes/no)

PLEASE FURNISH SUFFICIENT COPIES OF THE APPLICATION AND DRAWINGS TO ENABLE US TO SERVE ALL PARTIES IN INTEREST (INCLUDING STATE HIGHWAY DIVISION, COUNTY, AND REGIONAL COUNCIL OF GOVERNMENTS) PLUS AN ORIGINAL AND TWO COPIES FOR OUR USE.

The following enumerated page(s) have been omitted from this application because no response to the questions and/or information requested is required in this matter: 13, 14, 15 & 16

Applicant prays for an order permitting construction in accordance with this application, or for such other and further order as may be proper in the premises.

Dated at Salem, Oregon this 14th day of January, 1982.

(Applicant)

(Attorney)

I, H.S. Coulter, being first duly sworn, say I am the applicant in the within entitled cause, and that the foregoing application is true, as I verily believe.

STATE OF OREGON)
) ss.
County of)

Subscribed and sworn to before me this 14th day of January, 1982.

(Notary Public for Oregon)

My Commission Expires: 12-15-84

PUC Form 202 (30) 1-80
Signature Page

PUC Docket No. SXF ____________

PUC Crossing No. 8P-1.85

DOT-AAR Crossing No. ____________

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project.

Formal Title:

In the Matter of the Application of Oregon Department of Transportation, Highway Division for the City of Portland
(name of applicant)

for the authority, pursuant to ORS 763. 030 (020/030/040), to

construct (construct/alter/change protection at/relocate/close) a grade (grade/separated) crossing

of N.W. Nicolai St. (name of street or highway)

and Burlington Northern Railroad (name of railroad company)

Pettygrove St. Line (name of railroad main or branch line or other trackage)

in (in/near) Portland (name of city/town/rail station), Multnomah (name of county) County, Oregon.

Check one of the following:

Allocation of funds from one of the following sources is requested or expected --

☐ State grade crossing protection account (ORS 763.270, .280, .290).
Estimate of dollar cost to fund: $____________

☒ Federal-Aid Highway System funds.*

☐ Other Federal Funds.*

☐ None of above.

*If Federal funding assistance is expected, please give appropriate federal statutory provision.

PUC Form 202 (30) 1-80

Title Page

BEFORE THE PUBLIC UTILITY COMMISSIONER

OF OREGON

APPLICATION FOR AUTHORITY in connection with a proposed railroad-highway crossing project

---

Check one of the following and answer all of Section 1, plus all other parts of the application indicated beside that item.

(1) ____ Construction of a new public highway/bikeway over an existing railroad at grade. Answer: Sec. I, II, V, as appropriate.

(2) __X__ Construction of a new railroad track or tracks over an existing public highway at grade. Answer: Sec. I, II, V, as appropriate.

(3) ____ Construction of a new public highway over or under an existing railroad. Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(4) ____ Construction of a new railroad track or tracks over or under an existing public highway. Answer: Sec. I, III, V and #12 (a)(1), and 11 (b)(1).

(5) ____ Alteration/relocation of an existing public highway at an existing grade crossing. Answer: Sec. I, II, V.

(6) ____ Alteration or relocation of existing railroad trackage at an existing grade crossing. Answer: Sec. I, II, V.

(7) ____ Separation of an existing grade crossing. Answer: Sec. I, III, V and #12 (a)(1) and (b)(1).

(8) ____ Alteration of an existing separated crossing. Answer: Sec. I, III and V.

(9) ____ Removal of a track or tracks from an existing grade crossing. (If this is all that is involved, no application is required. Please notify us in writing.)

(10) ____ Addition of a track or tracks at an existing grade crossing. (See (6) above and answer as indicated.)

(11) ____ Addition of protective devices at an existing crossing.

(12) ____ Addition or removal of stop sign protection at an existing crossing. (Simplified form 204 (31) 10-77 may be used if this is all that is involved. Otherwise, answer as indicated under (5) above.)

(13) ____ Closure of an existing grade crossing. Answer: Sec. I, IV and the applicable portions of #'s 11, 12 and 13.

(14) ____ Other (please specify)________________________________

Note: TO SAVE PAPER WHEN COMPLETING THIS FORM, IF IT IS FOUND THAT NO RESPONSES ARE REQUIRED ON ANY PARTICULAR PAGE(S), PLEASE OMIT SUCH PAGE(S) FROM YOUR APPLICATION. ALL SUCH OMISSIONS MUST BE SPECIFIED ON THE SIGNATURE PAGE.

IMPORTANT: PLEASE READ NOTE AT BOTTOM OF PRECEDING PAGE BEFORE COMPLETING THIS FORM.

NOTE TO APPLICANT: If assistance in completing this form is desired, please call 378-6659. On a question involving railroad data, the railroad involved can usually provide assistance as well:

Burlington Northern, Engineering Dept.	241-6312	(Portland)
Southern Pacific, Division Engineer	228-8181	(Portland)
Union Pacific, Public Projects Engineer	249-2591	(Portland)
or--	(208)-232-4450	(Pocatello, Idaho)

(Pocatello should be called for Union Pacific lines east of Huntington, including the line to Burns.)

SECTION I. (To be filled out completely by all applicants.)

1. Name of Applicant: ODOT, Highway Div. for the City of Portland

Address: Transportation Bldg., Salem, OR 97310

Name of Applicant's Contact Person and Telephone No. Roger Trygstad, 378-6511

2. Statutory authority under which this application is made: ORS 763. 020
020/030/040

Note: If a new grade crossing is proposed — ORS 763.020; if an existing grade or separated crossing is to be altered — 763.030; if a new separated crossing is proposed — ORS 763.040.

3. Location of the proposed project:

a. Railroad milepost 1.85

b. City Portland

c. Nearest railroad station Portland

d. County Multnomah

e. The proposed project is to be in the ________ 1/4 of the ________ 1/4 of Section ________, Township ________, Range ________, W. M.

4. a. Name of public highway involved in this project:
N.W. Nicolai St.

b. Name of public authority with jurisdiction over this highway:
City of Portland

5. Name of railroad involved in this project: Burlington Northern Railroad
Pettygrove St. Line
(include name of branch, main line or other track)

6. List the proper parties in interest in this matter and their address:

a. Multnomah County

b. City of Portland

c. Burlington Northern Railroad

d. ________

e. ________

f. Oregon Department of Transportation, Highway Division

Have you served each of these parties with a copy of this application? No
(yes/no)

If yes, please provide certificate of such service. (We would prefer to serve the application ourselves.)

7. Describe the project in detail (including any street widening, curbing, guardrail, realignment, etc.):

Between N.W. 24th Ave. & N.W. 26th Ave., relocate railroad track from the center of Nicolai St. to north side of street.

8. a. Is the project contemplated required by the public safety, necessity, convenience and general welfare? Yes (yes/no)

b. If yes, why? By moving the railroad tracks out of the traveled way.

9. Is the crossing involved (to be) a separated crossing? No (yes/no)

SECTION II. Grade Crossings (I. separated crossing is involved in this plication, answer 11a(2), 11b(1), 12a(1) and 12b(1), then go on to Section III.)

10. Is it possible or practical to construct a separated crossing at this location? No (yes/no)

If no, why not? the cost too great for the amount of traffic.

11. Physical description of the crossing:

a. The Highway

(1) Alignment --Describe the highway alignment for 500 feet on each approach, both before and after the project:

Nicolai St. alignment will not change.
Nicolai St. is tangent 500 ft. on each side of crossing.

(2) *Width--The highway is 36 feet wide at the crossing at present; after completion of the project, it will be 36 feet wide at the crossing; consisting (from N (N or E) to S (S or W)) of:

At present--			After completion--		
Shoulder** of	0	feet	Shoulder of	0	feet
1 lane(s) at	12	ft. ea.	1 lane(s) at	12	ft. ea.
RR tracks xxxxx of	12	feet	Median of	12	feet
1 lane(s) at	12	ft. ea.	1 lane(s) at	12	ft. ea.
Shoulder of	0	fee	Shoulder of	0	feet

---

* Measurement of highway width should be along a line perpendicular to the centerline of the highway, 15 feet from the centerline of track.

** If highway is curbed to crossing, "shoulder" is assumed to mean "parking area."

11.a. (continued)

(3) Surface--

	At present:	After completion:
Width between rails (measured perpendicular to the roadway centerline):	N/A	18
Type of surface of traveled way:		
on approaches	Asph. Conc.	Asph. Conc.
at crossing	Asph. Conc.	Concrete
Type of surface on shoulders;	N/A	N/A
Condition of surface:		
on approaches	Good	New
at crossing	Good	New
Is highway curbed on the approaches?	Yes	Yes
Is there one or more sidewalks at this crossing?	Yes	Yes

If either answer to the above question(s) is "Yes," please describe below, including width and location of each sidewalk:

5 ft. walk on south side

5½ ft. walk on north side

(4) Gradient, going toward crossing on--

	At present:	After completion:
E (N or E) approach	± 0 %	± 0 %
W (S or W) approach	± 0 %	± 0 %

(5) Nearest public roadway intersection on each approach--

(a) E (N or E) approach: 400 ft; ADT unknown

(b) W (S or W) approach: 100 ft; ADT unknown

Name of road or highway:

(a) NW 23rd Ave.

(b) NW 24th Ave.

Public authority with jurisdiction over road or highway:

(a) Portland

(b) Portland

(If different public authority than that with jurisdiction over road at crossing, please add name to list of parties in interest in this matter--see item 6 of this application form.)

Are traffic signals (to be) installed at either of these intersections?

(a) No (yes/no); (b) No (yes/no).

11.a. (Continued)

If yes to either, please explain below which intersection(s) is (are) (to be) signalized, and whether or not this signalization is (to be) interconnected with track circuitry on the railroad. If it is, are part-time turn restriction signs (to be) installed? (If there is to be interconnected circuitry, please include the interconnection and part-time turn restriction signs as items of protection proposed herein. If traffic signals at the adjacent intersection are to be installed in connection with this project, they should also be listed under item 14 herein and a signal operation matrix should accompany the application. The State Grade Crossing Protection Account can participate in funding only for costs of the actual interconnection of the traffic signals with the railroad signals and circuitry.)

N/A

(6) a. Describe how the crossing is now protected. (For example: 2 crossbucks, 2 stop signs, 2 advance warning signs.) Please indicate which of these devices will be removed upon completion of this project:

N/A

b. Are all the devices to remain up to current standards? N/A

b. The Railroad

	At present:	After completion:
(1) Number of tracks--	N/A	1

Name of each track from ________ (N or E) to ________ (S or W):

	At present:	After completion:
(2) Angle of intersection--	N/A °	10 °

If more than one track-highway angle exists, please give details below, track by track:

N/A

(3) Alignment--Describe the railroad track(s) for 500 feet in each direction, both before and after the project:

RR track is located in center of Nicolai St.

Propose to relocate track to north side of street.

This plan will separate rail traffic from auto traffic.

11.b. (Continued)

(4) Nearest switch--	At present:	After completion:
E (N or E) of crossing:	900 ft.	900 ft.
W (S or W) of crossing:	320 ft.	320 ft.

12. Use of the crossing:

a. The Highway

(1) Average daily traffic volume--

At present: 7500; After completion 7500;

(2) Speed of vehicles (estimated 85th percentile speed)--

	At present:	Expected after completion
At SSD* from crossing on E (N or E) approach:	25 mph	25 mph
on W (S or W) approach:	25 mph	25 mph
At crossing:	25 mph	25 mph
Posted speed limit on approaches:	25 mph	25 mph
(3) Direction of traffic flow:	E&W (N & S, etc.)	E&W

b. The Railroad

(1) Train movements-- (avg. per day)	At present:	Expected after completion:
Freight trains:	4	4
Switching movements:	6	6
Passenger trains:	-	-
(2) Speed of trains--		
Maximum allowable:	4 mph	4 mph
Typical:	4 mph	4 mph
Slowest Normal:	mph	mph

13. Visibility at the crossing from the standpoint of the approaching motor vehicle operator:

a. Of approaching trains—

(1) From a "stop" position (approx. 18 feet from edge of nearest rail) on the . . .	The motor vehicle operator can see along the railroad . . .	
E (N or E) approach:	500+ ft. to right;	500+ ft. to left
W (S or W) approach:	500+ ft. to right;	500+ ft. to left

*Safe Stopping Distance (see table page 7).

13. a. (Continued)

(2) From a "safe stopping distance" (see table below) on the . . . | The motor vehicle operator can see along the railroad . . .

E (N or E) approach: 500+ ft. to right; 500+ ft. to left

W (S or W) approach: 500+ ft. to right; 500+ ft. to left

If these sight distances will be changed on completion of the project, please explain below:

No

NOTE: TABLE OF SAFE STOPPING DISTANCES ("SSD")

Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"	Typical Approach Speed	"SSD"
10 mph	44 ft.	30 mph	169 ft.	50 mph	360 ft.
15 mph	69 ft.	35 mph	210 ft.	55 mph	418 ft.
20 mph	98 ft.	40 mph	256 ft.	60 mph	481 ft.
25 mph	131 ft.	45 mph	306 ft.		

b. Of the proposed protective devices--

(1) Will vision of the protective devices to be installed at the crossing be obstructed on the main approach road within 1000 feet of the crossing?

No (yes/no) If yes, please explain by what and at what point it will be obstructed:

(2) If roadside-mounted protective devices (such as "STOP" signs or Standard No. 2 flashing light signals) are to be installed at the crossing, is the approaching driver's vision of these devices likely to be totally or partially obscured by parked vehicles? No (yes/no)

If yes, explain how you propose to overcome this problem. If no, why not?

No Parking

14. List the number and types [illegible] protective devices to be installed at [illegible] crossing and on its approaches.

TYPES OF DEVICES (refer to rule OAR 860-42-060)

Standard No. 1M, multiple track sign
Standard No. 1P, reflectorized crossbuck for pedestrian crossings only
Standard No. 1R, reflectorized crossbuck
Standard No. 1S, vehicle stop sign (to stop vehicles)
Standard No. 1T, railroad stop sign (to stop trains)
Standard No. 2, flashing light signal
Standard No. 2B, cantilevered flashing light signal
Standard No. 2P, flashing light signal for pedestrian crossings only
* Standard No. 4, automatic gate signal
Activated advance warning sign with message "PREPARE TO STOP WHEN LIGHTS FLASH."
--- Standard stop clearance lines
Standard "EXEMPT" sign
Standard advance "EXEMPT" sign
** Standard part-time turn restriction sign
Standard "DO NOT STOP ON TRACKS" sign
--- Standard advance warning sign
Standard "STOP AHEAD" sign
--- Standard advance warning pavement markings
Standard highway guardrail (urban or rural)
Non-mountable curb
Traffic signals at crossing
** Traffic signals at adjacent intersection

---

* To be used in conjunction with Standard No. 2 or No. 2B signals. Please indicate which it will be.
** Please furnish description of traffic signal operation, including a signal operation matrix upon train preemption.

a. Protection type: Advance warning signs, stop clearance lines & pavement markings

Number of such devices: 2 ; To be located as follows: each side of crossing

(1) Who will perform the installation: City of Portland

(2) Estimated cost of installation: $ ***

(3) Who will pay for said installation?

Name of Party	Percent of Cost
City of Portland	100%

(4) Who will maintain these devices? City

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost
City	100%

*** Include cost of furnishing the protective devices(s).

14. (Continued)

b. Protection type: ____________________

Number of such devices ________; To be located as follows: ____________________

____

____

(1) Who will perform the installation? ____________________

(2) Estimated cost of installation: $____________________

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ____________________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

c. Protection type: ____________________

Number of such devices: ________; To be located as follows: ____________________

____

____

(1) Who will perform the installation? ____________________

(2) Estimated cost of installation: $____________________

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ____________________

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

NOTE: Add 14d, e, etc., on separate sheet, if needed.

If Commissioner's Standard No. 2, 3 or 4 signals are to be installed, describe how motorist will be protected from striking these signals. RURAL TYPE GUARDRAIL, MODIFIED RURAL TYPE GUARDRAIL (describe modification), URBAN TYPE GUARDRAIL OR NON-MOUNTABLE CURBING.

15. Protection at signal: N/A

Number of such devices: ______; To be located as follows: ______

(1) Who will perform the installation? ______

(2) Estimated cost of installation: $ ______

(3) Who will pay for said installation?

Name of Party	Percent of Cost

(4) Who will maintain these devices? ______

(5) Who will pay for said maintenance?

Name of Party	Percent of Cost

16. Who will construct the crossing?

a. Between the rails and for a distance of two feet outside thereof:

City

Estimated cost of this portion: $ part of project

Note: These costs include rail renewal, compromise joints, ballasting, ties, tie plates, angle bars, crossing materials and installation of all these items.

b. Remainder of crossing area: City

17. Who will pay for such construction and in what proportion?

a. Between the rails and for a distance of two feet outside thereof:

City

b. Remainder of crossing area: City

18. Who will maintain the crossing?

a. Between the rails and for a distance of two feet outside thereof:

B/N

b. Remainder of crossing area: City

19. Who will pay for said maintenance?

a. Between the rails and for a distance of two feet outside thereof:

B/N

b. Remainder of crossing area: City

20. If automatic protective devices are (to be) installed at the crossing, please answer the following:

a. What type of device will be used to activate them?

(Each track of the crossing should be covered in the answer. Example: Main track--constant warning time device (predictors); Siding track—motion sensing type equipment; Spur tracks--island circuits.)

b. If automatic gates are to be installed, are there any overhead wires or other obstacles which might impair the operation of the gate arms?

________ (yes/no) If so, describe the obstacles, identify the owner and make the owner a party in interest in this matter.

N/A

SECTION V. -- (To be completed [illegible]ll.)

41. Upon completion of this project, will it be possible to close any existing grade crossing(s) in the area? Yes (yes/no)

If yes, list and explain: 8P-1.87, 8P-1.90-C, 8P-2.03-C

This is possible by moving track to north side of R/W and out of the traveled way.

If no, explain why not:

42. Other items of construction and cost distribution:

* * *

43. Are the maps and drawings required by the Commissioner's Rules and Regulations attached to this application? Yes (yes/no)

PLEASE FURNISH SUFFICIENT COPIES OF THE APPLICATION AND DRAWINGS TO ENABLE US TO SERVE ALL PARTIES IN INTEREST (INCLUDING STATE HIGHWAY DIVISION, COUNTY, AND REGIONAL COUNCIL OF GOVERNMENTS) PLUS AN ORIGINAL AND TWO COPIES FOR OUR USE.

The following enumerated page(s) have been omitted from this application because no response to the questions and/or information requested is required in this matter: 13, 14, 15 & 16

Applicant prays for an order permitting construction in accordance with this application, or for such other and further order as may be proper in the premises.

Dated at Salem, Oregon this 14th day of January, 1982.

(Applicant)

(Attorney)

I, H. G. Southak being first duly sworn, say I am the applicant in the within entitled cause, and that the foregoing application is true, as I verily believe.

STATE OF OREGON)
) ss.
County of)

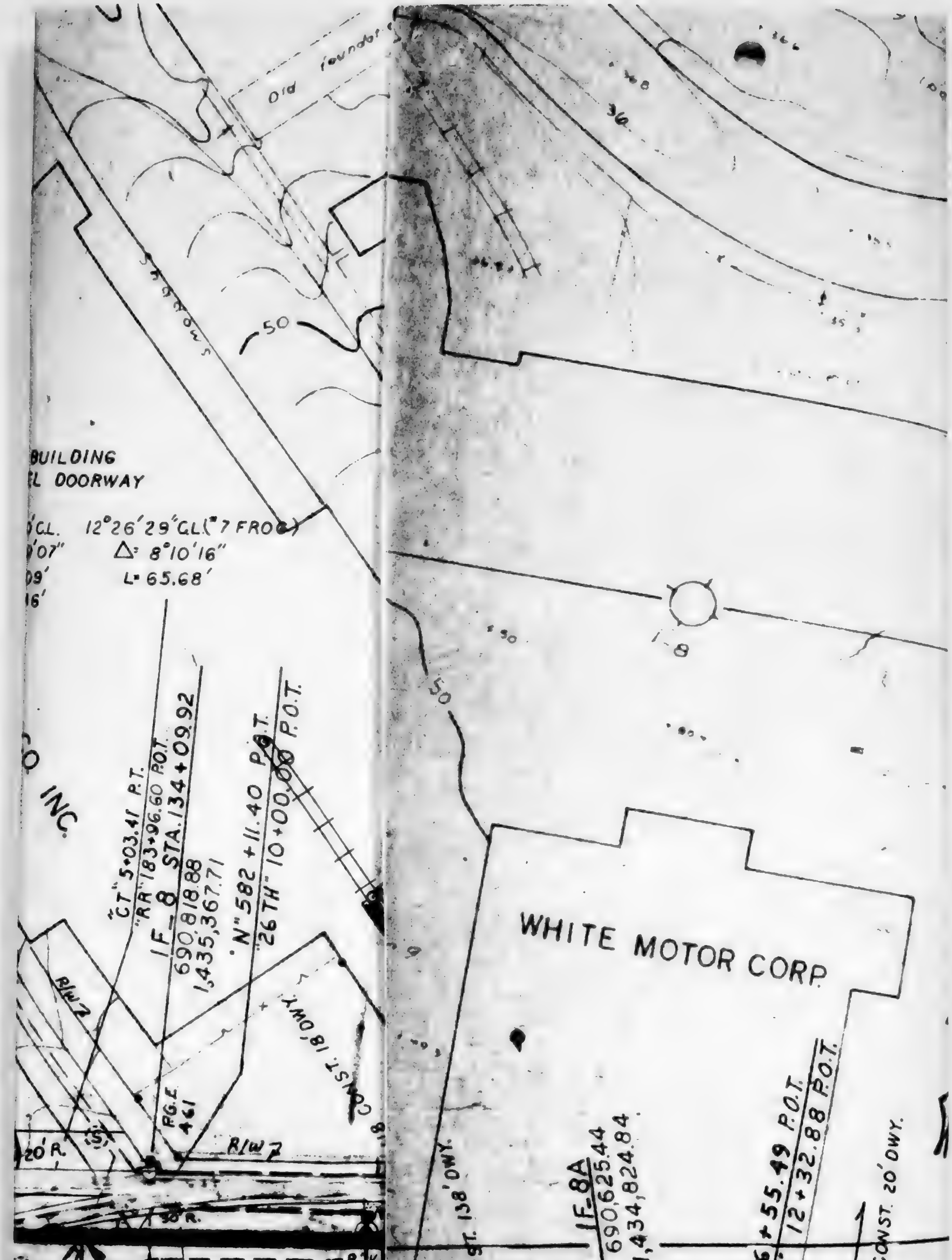
Subscribed and sworn to before me this 14th day of January, 1982

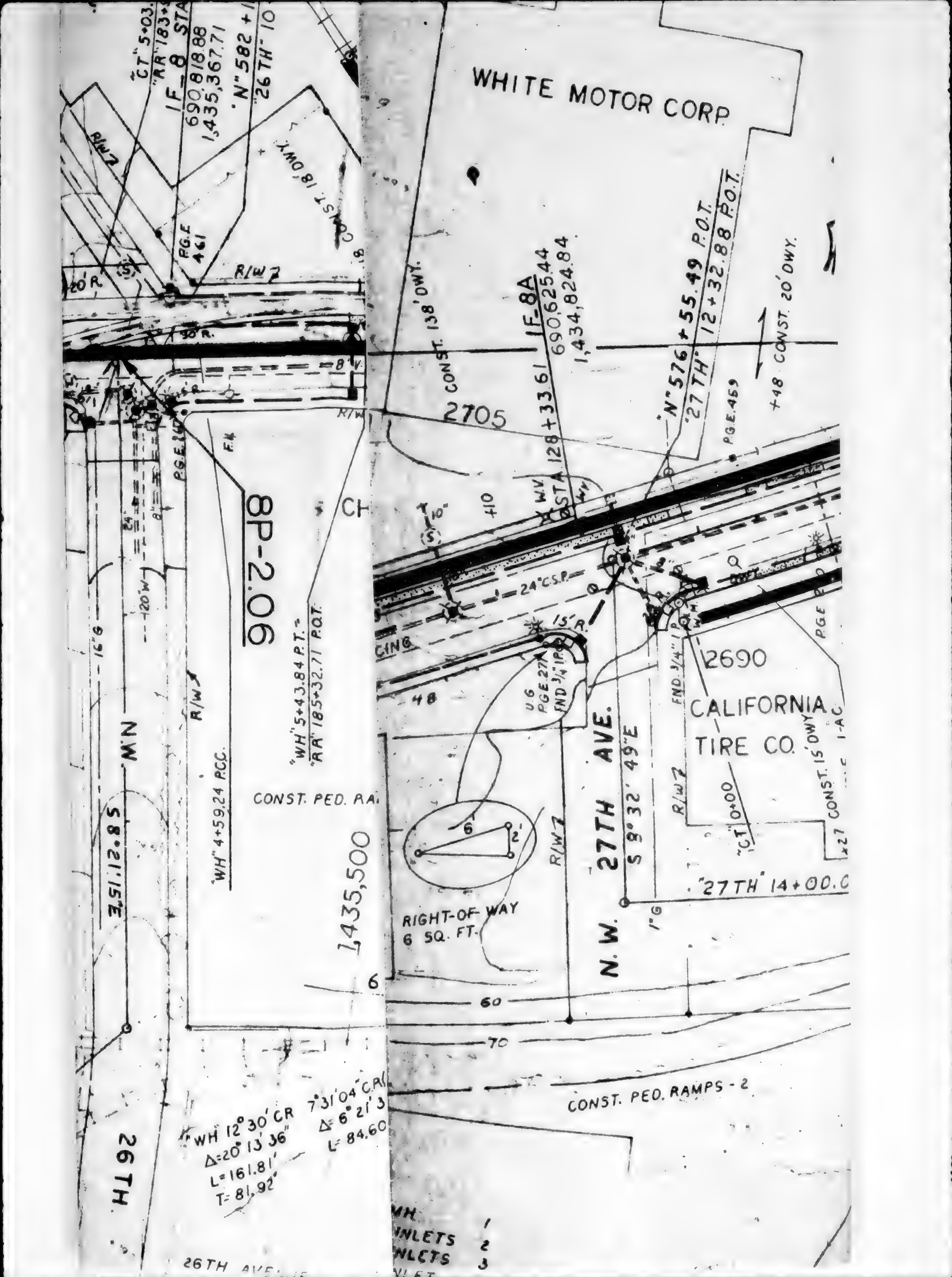
James L. Sallee
(Notary Public for Oregon)

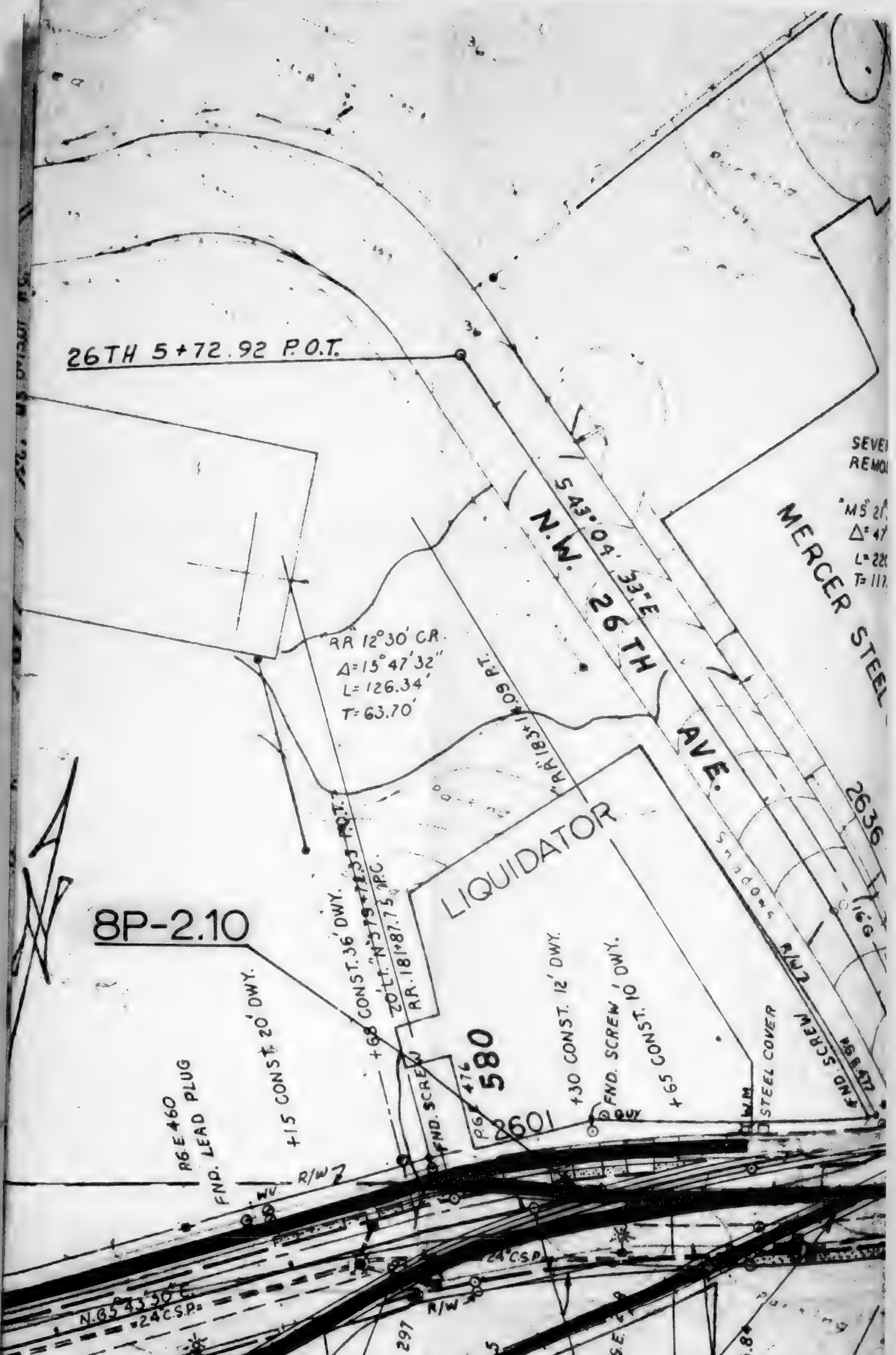
My Commission Expires: 12-28-84

PUC Form 202 (30) 1-80

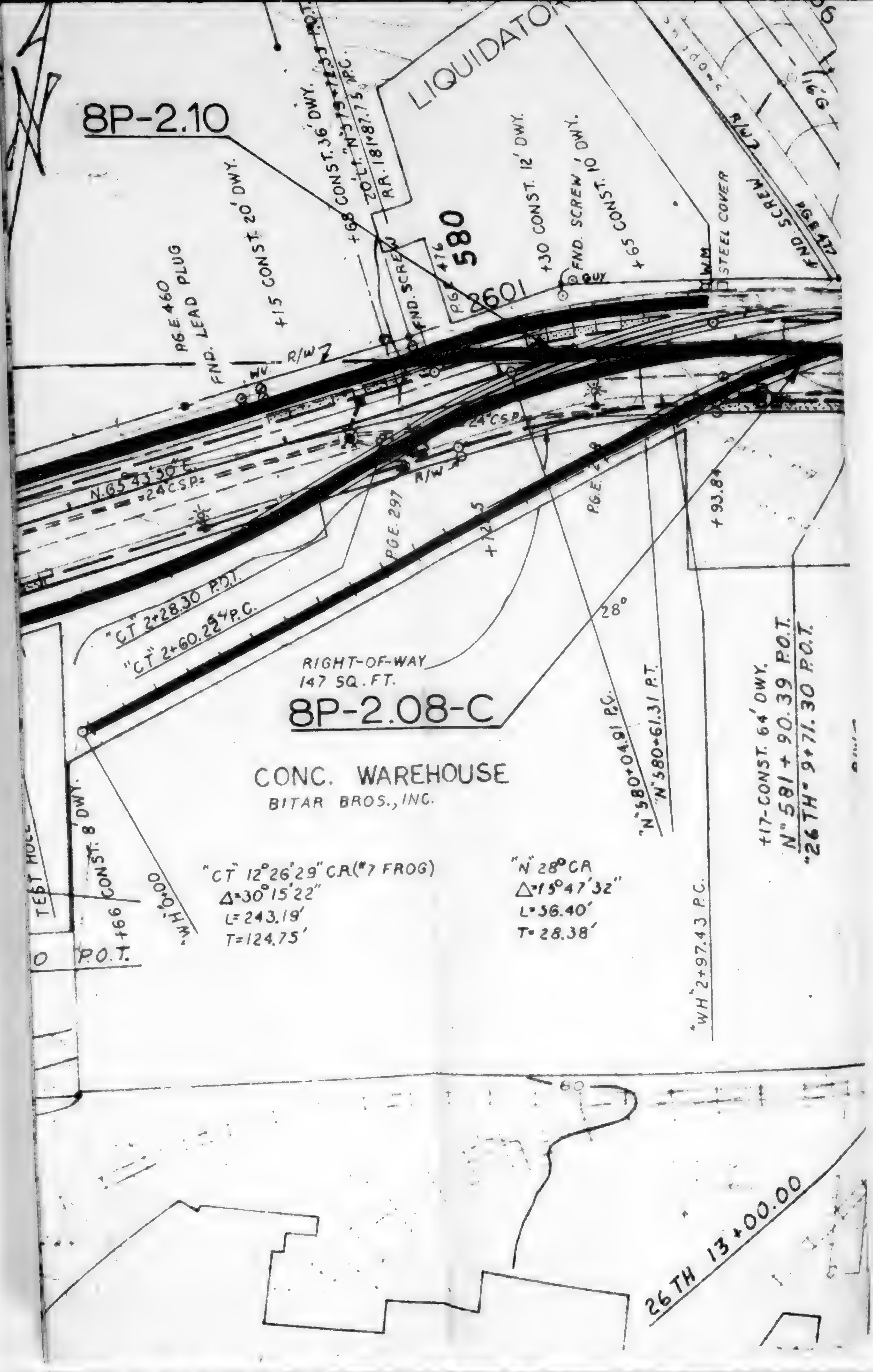
Signature Page

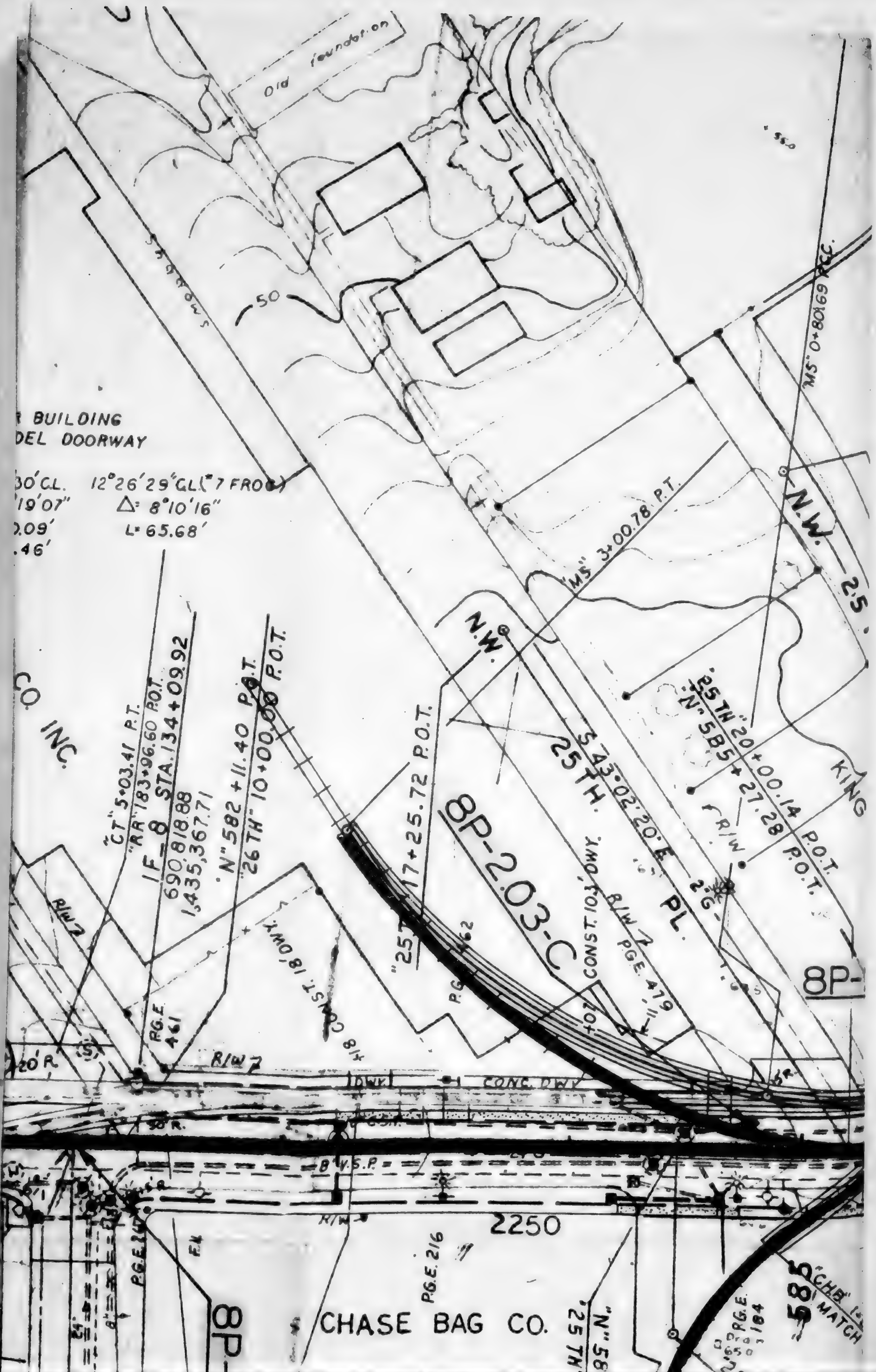

Old foundat
36
BUILDING
EL DOORWAY
'CL. 12°26'29"GL.("7 FROG)
'07" Δ= 8°10'16"
09' L=65.68'
16'
50
50
1-8
CO INC.
"CT" 5+03.41 P.T.
"RR" 183+96.60 P.O.T.
IF-8 STA.134+09.92
690,818.88
1,435,367.71
"N" 582+11.40 P.O.T.
"26TH" 10+00.00 P.O.T.
CONST. 18' DWY.
R/W 7
R/W 7
P.G.E. 461
20' R.
30 R.
8" V.
R/W
P.G.E.
8P
CH
WHITE MOTOR CORP.
CONST. 138' DWY.
IF-8A
690,625.44
1,434,824.84
"N" 576+55.49 P.O.T.
'27TH' 12+32.88 P.O.T.
+48 CONST. 20' DWY.
2705
P.G.E. 459
STA. 128+33.61
W.V.
+10
10"

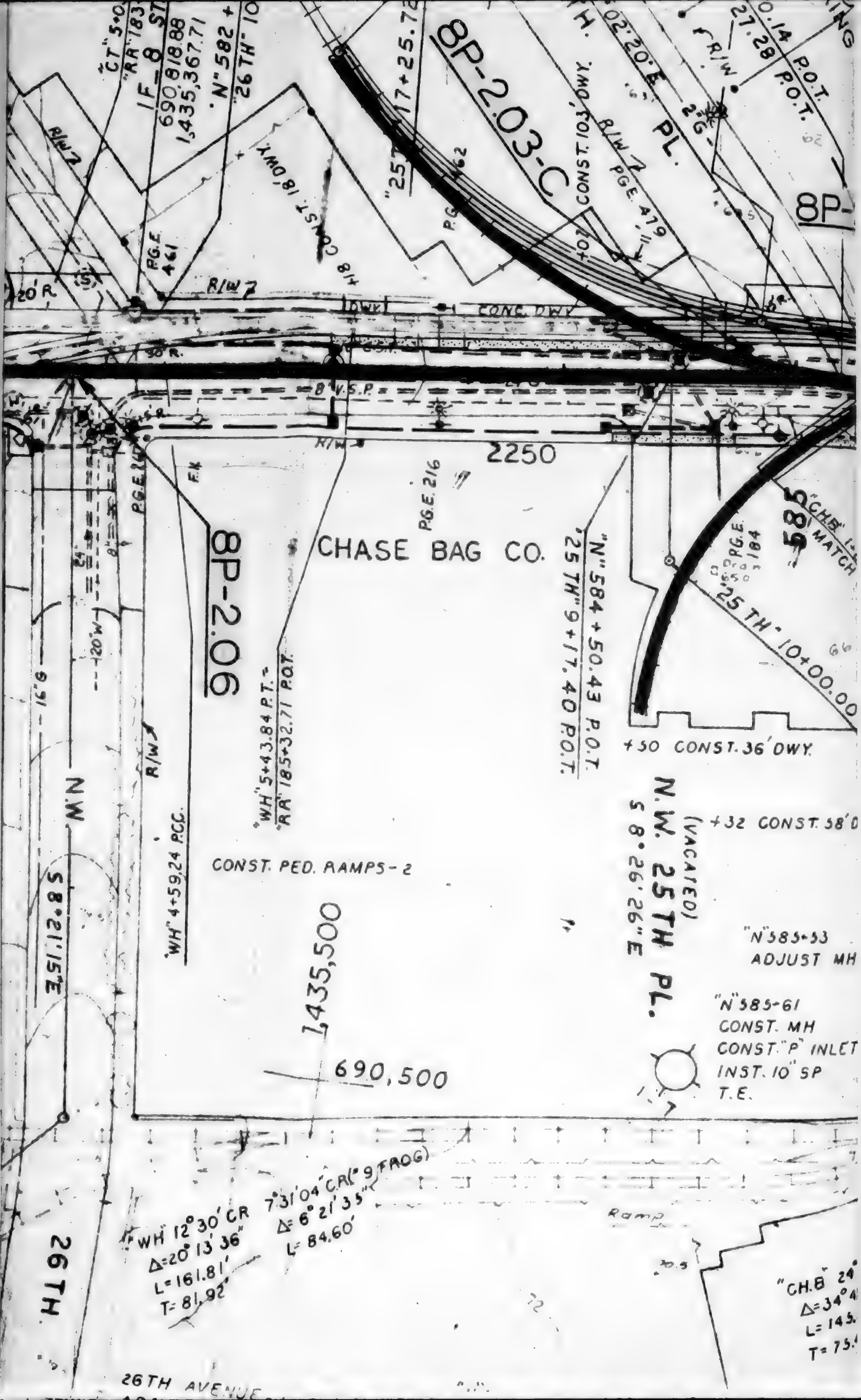

WHITE MOTOR CORP
2705
8P-2.06
CALIFORNIA TIRE CO.
2690
N.W. 27TH AVE.
S 9° 32' 49"E
1,435,500
RIGHT-OF WAY 6 SQ. FT.
CONST. PED. RAMPS - 2
CONST. PED. RA
26TH
N.W.
3,51.12.85
1F-8A
690,625.44
1,434,824.84
STA. 128+33.61
"N" 576 + 55.49 P.O.T.
"27TH" 12 + 32.88 P.O.T.
+48 CONST. 20' DWY.
CONST. 138' DWY.
CONST. 18' DWY.
"WH" 5+43.84 P.T.
"RR" 185+32.71 P.O.T.
"WH" 4+59.24 P.C.C.
"CT" 0+00
"27TH" 14+00.0
CONST. 15' DWY
24" C.S.P.
15' R.
20' R.
30' R.
R/W 7
P.G.E. 461
P.G.E. 459
U.G. P.G.E. 27
FND. 3/4" I.P.
"WH" 12° 30' CR
Δ=20° 13' 36"
L=161.81'
T=81.92'
7° 31' 04" C.R.
Δ=6° 21' 3
L=84.60
1F-8 STA
690,818.88
1,435,367.71
"N" 582+
"26TH" 10
"CT" 5+03.
"RR" 183+
60
70
48
410
6'
2'
MH. 1
INLETS 2
INLETS 3
26TH AVENUE
INLET

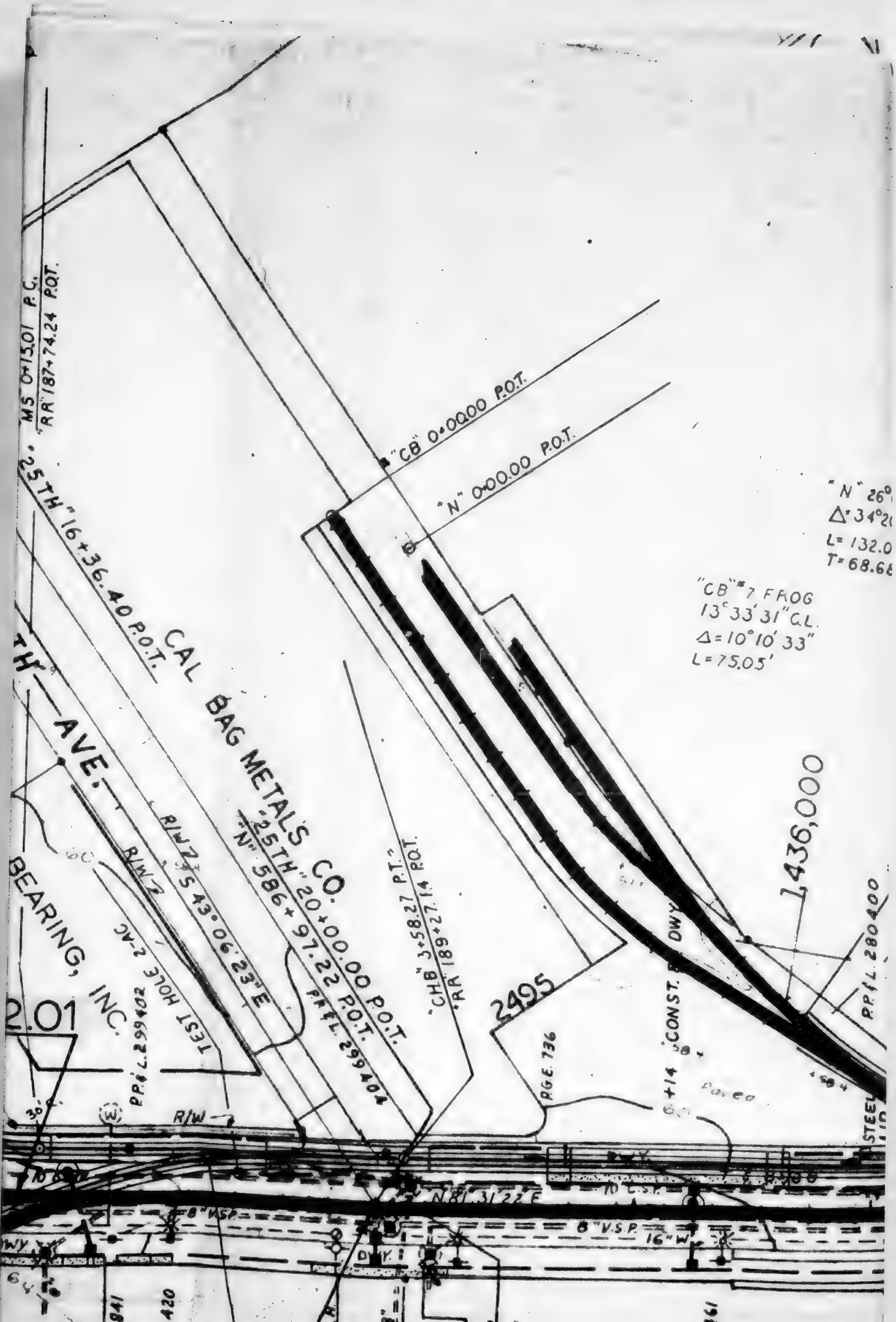


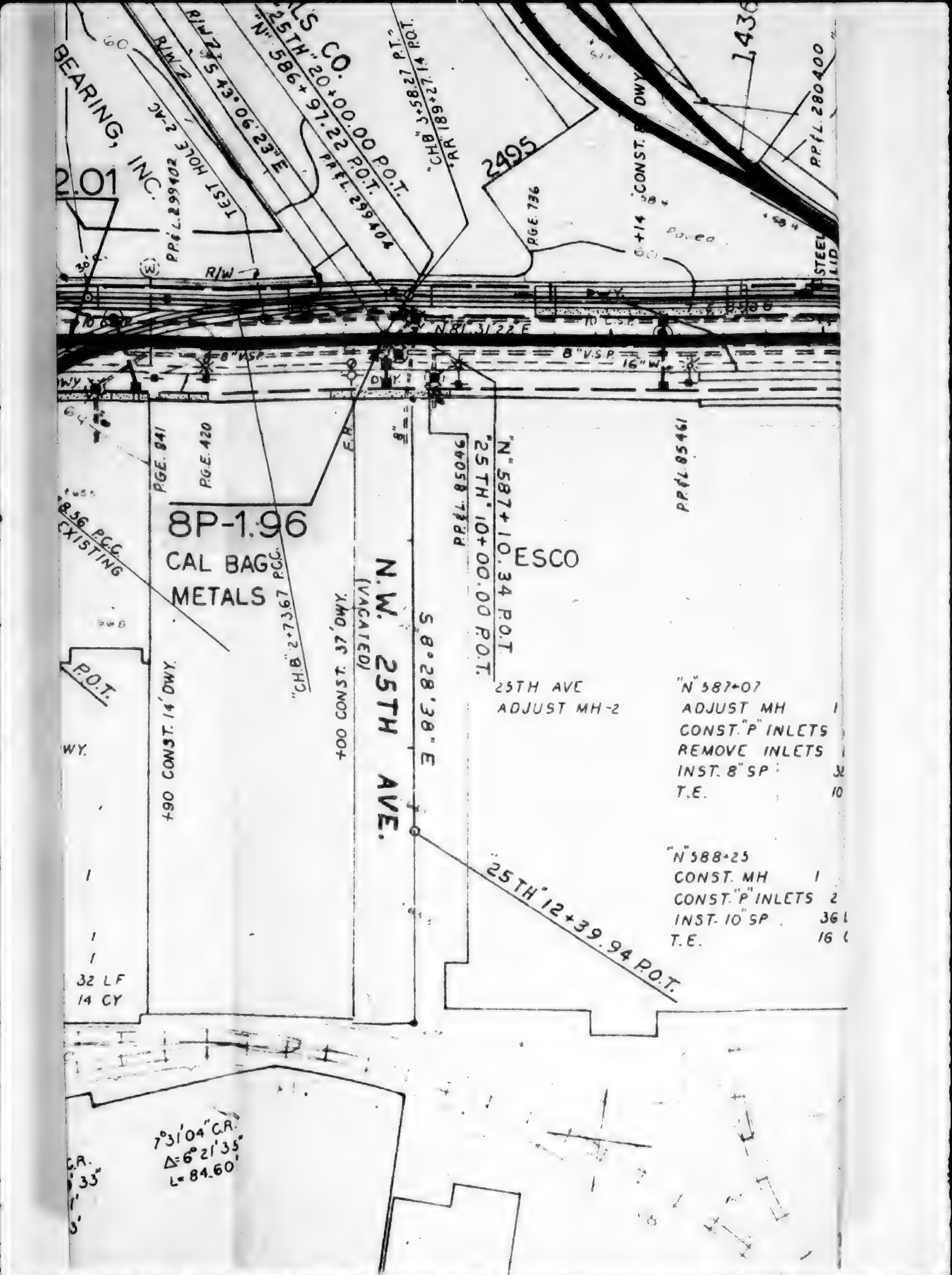
26TH 5+72.92 P.O.T.
N.W. 26TH AVE.
S 43°04'33" E
MERCER STEEL
SEVE
REMO
"M" 21
Δ= 47
L= 220
T= 117
"RR" 12°30' CR.
Δ= 15°47'32"
L= 126.34'
T= 63.70'
"RR" 183+11.09 P.T.
LIQUIDATOR
2636
8P-2.10
+68 CONST. 36' DWY.
20' LT. "N" 5+79+72.3 P.O.T.
R.R. 181+87.75 P.C.
580
P.G. 476
2601
+15 CONST. 20' DWY.
P.G.E. 460
FND. LEAD PLUG
FND. SCREW
+30 CONST. 12' DWY.
FND. SCREW
+65 CONST. 10' DWY.
GUY
W.M.
STEEL COVER
FND. SCREW
R/W
P.G.E. 477
R/W
W.V.
24" C.S.P.
N. 65°43'30" E.
24" C.S.P.
R/W
P.G.E. 291
+72.5
P.G.E.
+93.8
P.O.T.

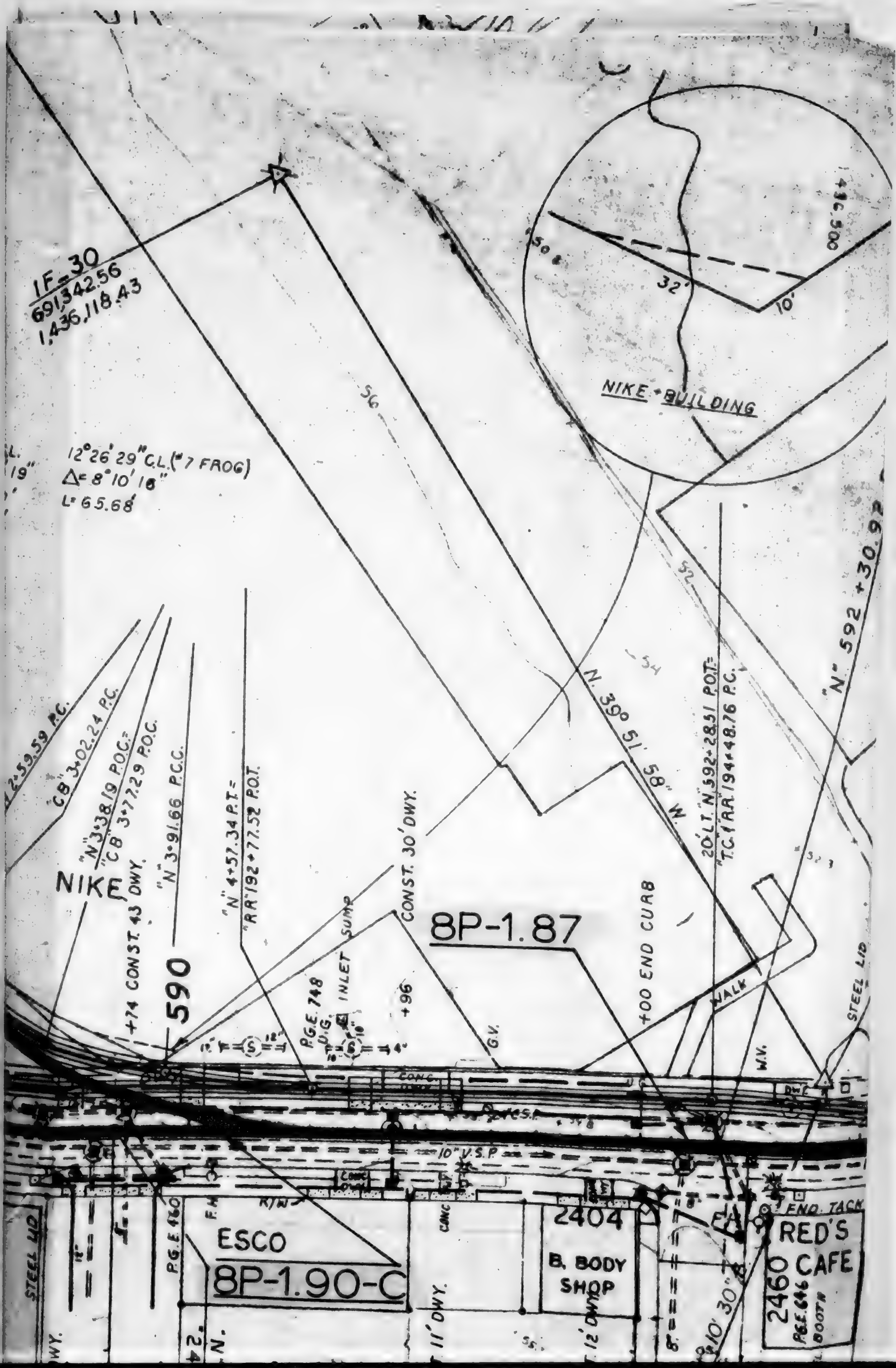

8P-2.10
LIQUIDATOR
+68 CONST. 36' DWY.
20' LT. "N" 579+72.53 P.O.T.
R.R. 181+87.75 P.C.
+15 CONST. 20' DWY.
P.G.E. 460
FND. LEAD PLUG
FND. SCREW
P.G.E. 476
580
2601
+30 CONST. 12' DWY.
FND. SCREW
GUY
+65 CONST. 10' DWY.
W.M.
STEEL COVER
R/W
FND. SCREW
P.G.E. 477
W.V.
R/W
24" C.S.P.
N.65°43'30"E
24" C.S.P.
R/W
P.G.E. 297
P.G.E.
+12.5
+93.84
"CT" 2+28.30 P.O.T.
"CT" 2+60.22 P.C.
28°
RIGHT-OF-WAY
147 SQ. FT.
8P-2.08-C
CONC. WAREHOUSE
BITAR BROS., INC.
"N" 580+04.91 P.C.
"N" 580+61.31 P.T.
+17-CONST. 64' DWY.
"N" 581+90.39 P.O.T.
"26TH" 9+71.30 P.O.T.
TEST HOLE
+66 CONST. 8' DWY.
"WH" 0+00
P.O.T.
"CT" 12°26'29" C.R. (#7 FROG)
Δ=30°15'22"
L=243.19'
T=124.75'
"N" 28° C.R.
Δ=15°47'32"
L=56.40'
T=28.38'
"WH" 2+97.43 P.C.
80
26TH 13+00.00

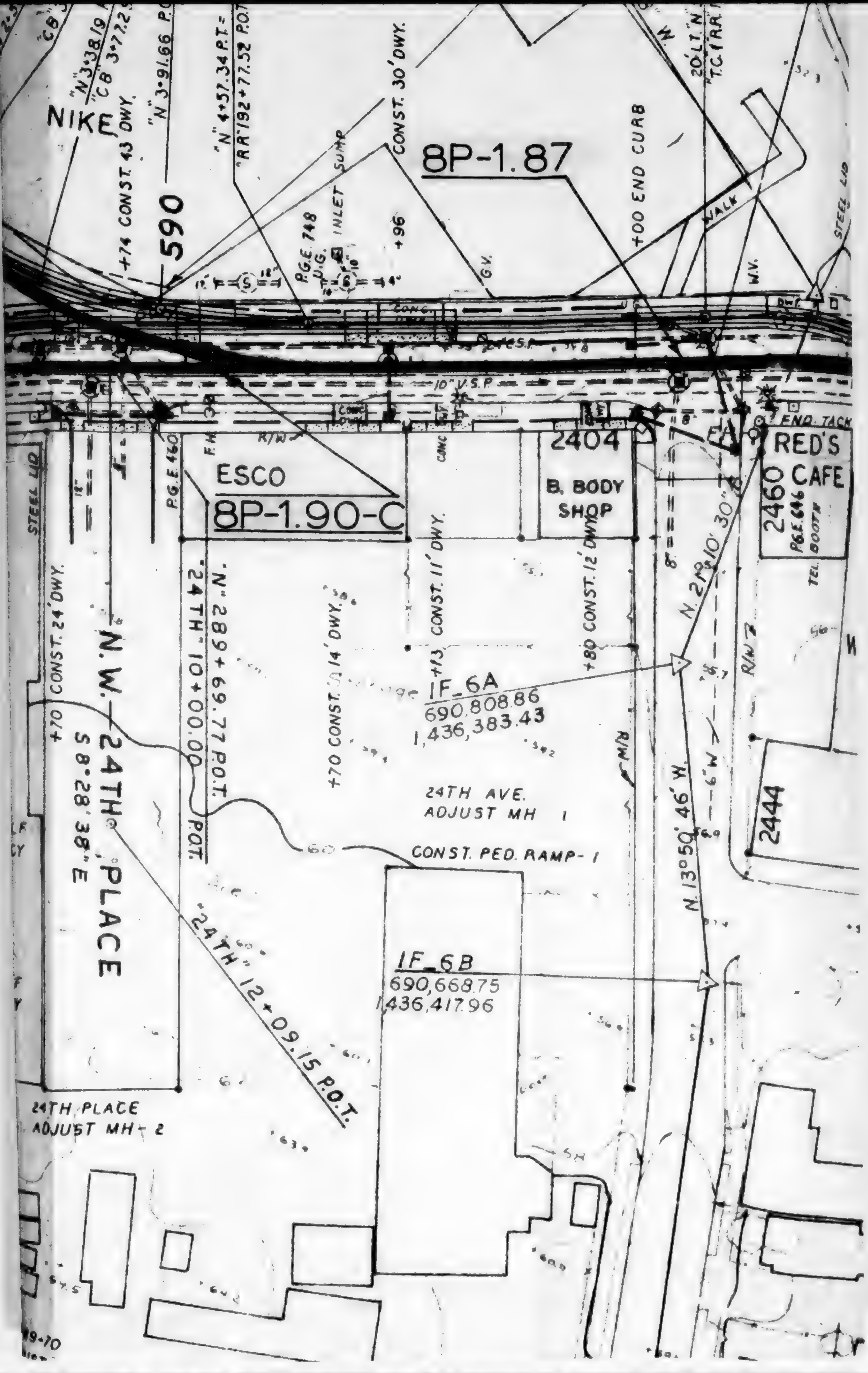

Old foundation
-50
550
"MS" 0+80.69 P.C.
R BUILDING
DEL DOORWAY
30' C.L.
12°26'29" C.L. (#7 FROG)
19'07"
Δ= 8°10'16"
0.09'
L= 65.68'
.46'
CO. INC.
"MS" 3+00.78 P.T.
N.W. 25
N.W.
25TH
S 43°02'20" E
PL.
8P-203-C
"25TH" 20+00.14 P.O.T.
"N" 585+27.28 P.O.T.
KING
R/W
"CT" 5+03.41 P.T.
"RR" 183+96.60 P.O.T.
IF-8 STA. 134+09.92
690,818.88
1,435,367.71
"N" 582+11.40 P.O.T.
"26TH" 10+00.00 P.O.T.
"25TH" 17+25.72 P.O.T.
CONST. 10' DWY.
R/W 7
P.G.E. 479
8P-
CONST. 18' DWY.
P.G.E. 461
R/W 7
20' R.
R/W 7
DWY.
CONC. DWY.
30 R.
B.W.S.P.
R/W
2250
P.G.E. 216
8P-
CHASE BAG CO.
"25TH"
"N" 58
585
"CHB"
MATCH
P.G.E. 184

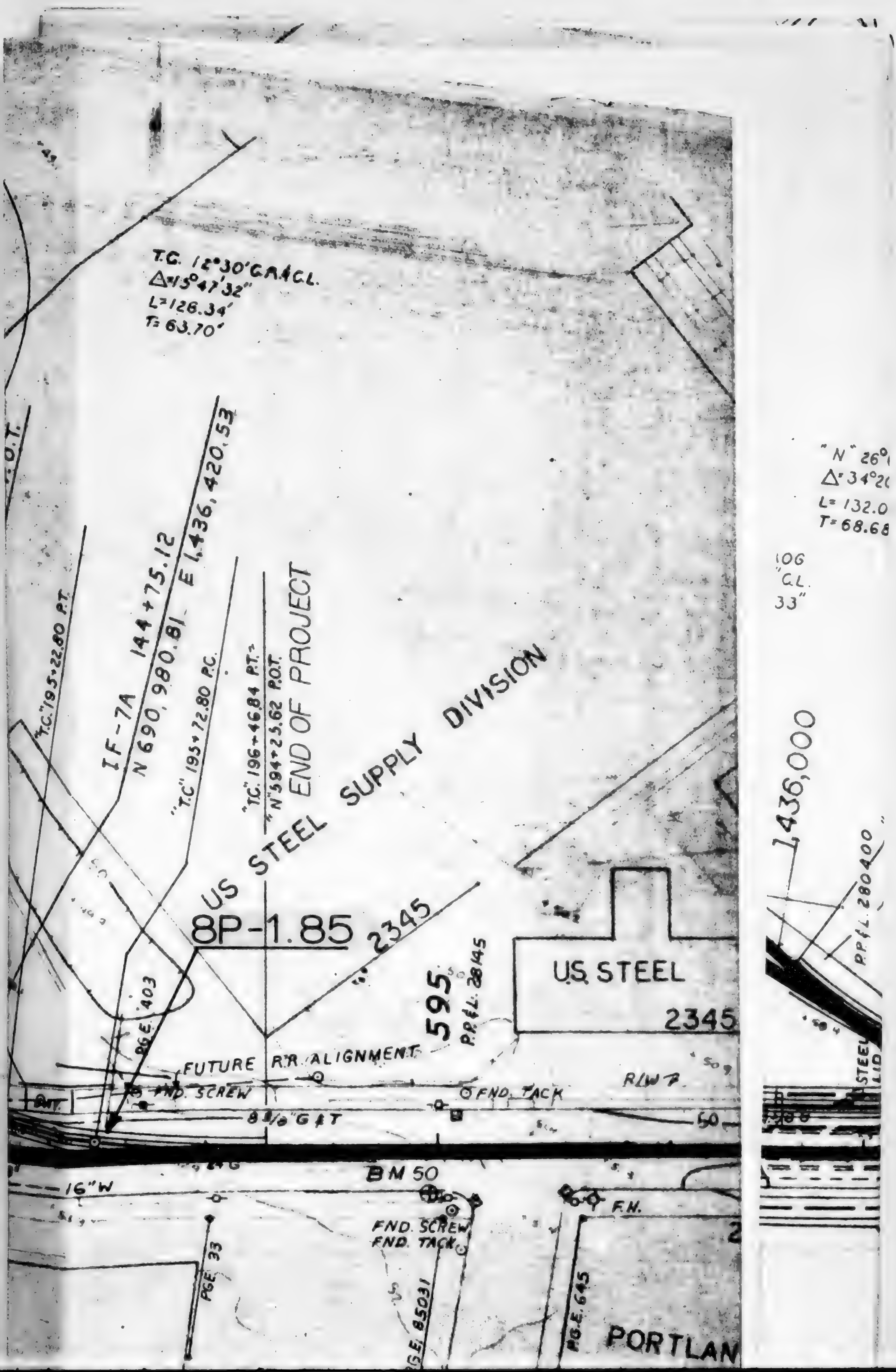

"CT" 5+0
"RR" 183
IF-8 ST
690,818.88
1,435,367.71
"N" 582 +
"26 TH" 10
R/W 7
R/W 7
P.G.E. 461
20' R.
30 R.
CONST. 18' DWY.
+18
8P-2.03-C
"25
17+25.72
P.G.E. 62
CONST. 10' DWY.
+01
R/W 7
P.G.E. 479
02°20' E
PL.
H
R/W
2 G
0.14 P.O.T.
27.28 P.O.T.
8P-
DWY.
CONC. DWY.
8" V.S.P.
R/W
2250
P.G.E. 216
P.G.E. 14
F.H.
8P-2.06
CHASE BAG CO.
"N" 584+50.43 P.O.T.
"25 TH" 9+17.40 P.O.T.
"WH" 5+43.84 P.T.=
"RR" 185+32.71 P.O.T.
"WH" 4+59.24 P.C.C.
R/W
16' G
20' W
8"
P.G.E. 184
585
"CHB"
MATCH
"25 TH" 10+00.00
+50 CONST. 36' DWY.
(VACATED)
N.W. 25TH PL.
S 8°26'26" E
+32 CONST. 38' D
N.W.
S 8°21'51" E
CONST. PED. RAMPS - 2
1,435,500
690,500
"N" 585+53
ADJUST MH
"N" 585+61
CONST. MH
CONST. "P" INLET
INST. 10" SP
T.E.
"WH" 12°30' CR
Δ=20°13'36"
L=161.81'
T=81.92'
7°31'04" CR ("9 FROG)
Δ=6°21'35"
L=84.60'
Ramp
"CH.B" 24°
Δ=34°4
L=145.
T=73.
26TH
26TH AVENUE

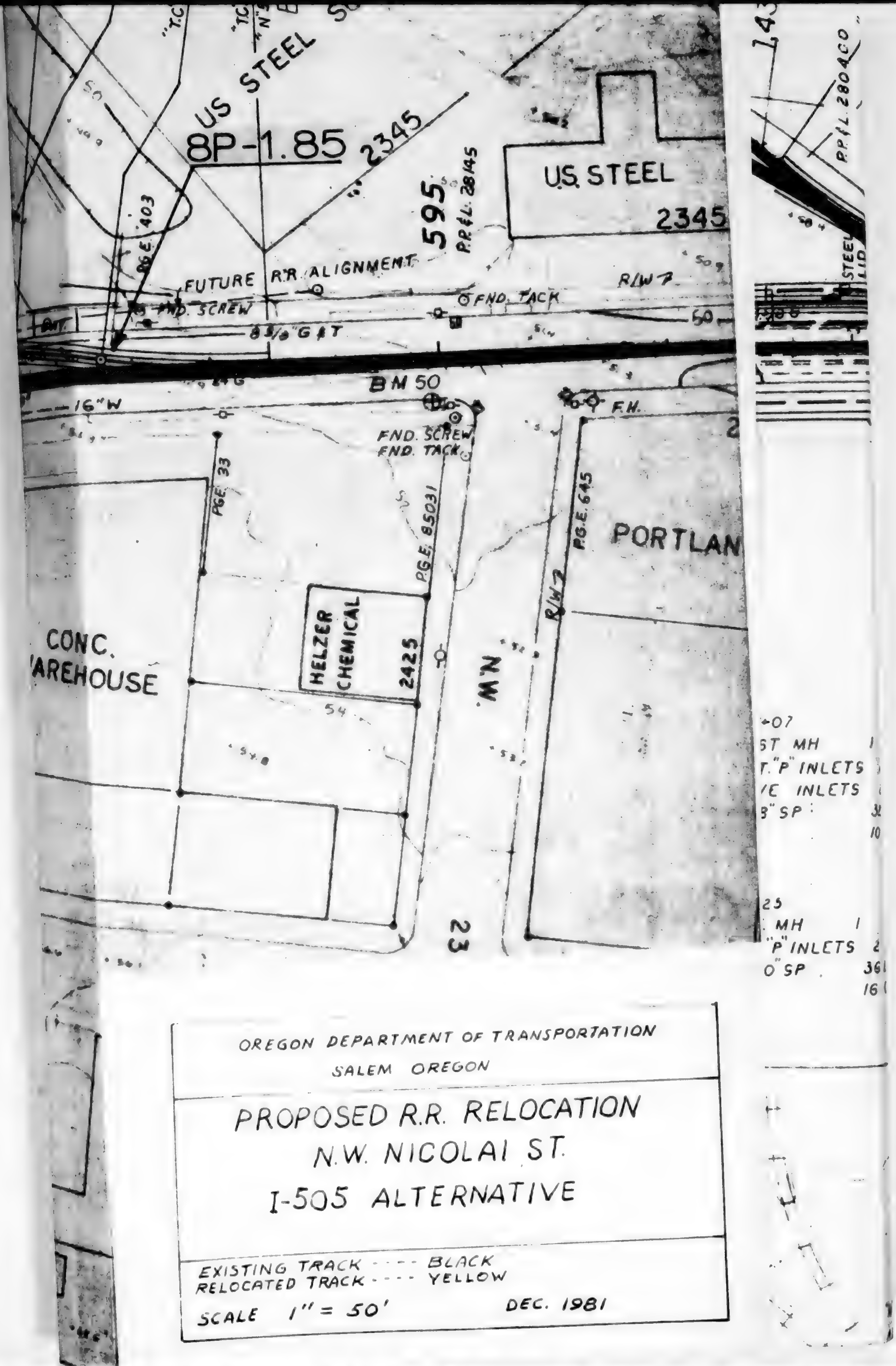
"MS" 0+15.01 P.C.
"RR" 187+74.24 P.O.T.
"25TH" 16+36.40 P.O.T.
"CB" 0+00.00 P.O.T.
"N" 0+00.00 P.O.T.
"N" 26°
Δ=34°20
L=132.0
T=68.68
"CB" #7 FROG
13°33'31" C.L.
Δ=10°10'33"
L=75.05'
CAL BAG METALS CO.
TH AVE.
BEARING, INC.
2.01
R/W 2
R/W 2
S 43°06'23"E
"25TH" 20+00.00 P.O.T.
"N" 586+97.22 P.O.T.
PP.&L. 299404
"CHB" 3+58.27 P.T.
"RR" 189+27.14 P.O.T.
TEST HOLE 2-AC
P.P.&L. 299402
R/W
2495
1,436,000
P.P.&L. 280400
DWY
+14 CONST.
P.G.E. 736
Paved
STEEL
N 81°31'22"E
8" V.S.P.
8" V.S.P.
16" W
DWY
DWY
P.G.E. 841
P.G.E. 420
"25TH"
"N" 587
85046
P.P.&L. 85461
8P-1.96


BEARING, INC.
LS CO.
2.01
R/W 2
R/W 2
"25TH" 20+00.00 P.O.T.
"N" 586+97.22 P.O.T.
S 43°06'23" E
TEST HOLE 2-AC
P.P.& L. 299402
P.P.&L. 299404
"CH.B" 3+58.27 P.T.
"RR" 189+27.14 P.O.T.
2495
P.G.E. 736
+14 CONST. DWY
Paved
STEEL LID
P.P.& L. 280400
1436
60
60
R/W
N 81°31'22" E
8" V.S.P.
8" V.S.P.
16" W
DWY.
DWY.
P.G.E. 841
P.G.E. 420
E.H.
8"
P.P.&L. 85096
P.P.&L. 85461
8P-1.96
CAL BAG METALS
8.56 P.C.C.
EXISTING
"CH.B" 2+73.67 P.C.C.
+90 CONST. 14' DWY.
+00 CONST. 37' DWY.
N.W. 25TH AVE.
(VACATED)
S 8°28'38" E
"N" 587+10.34 P.O.T.
"25TH" 10+00.00 P.O.T.
ESCO
P.O.T.
DWY.
25TH AVE
ADJUST MH-2
"N" 587+07
ADJUST MH 1
CONST. "P" INLETS
REMOVE INLETS
INST. 8" SP 32
T.E. 10
"N" 588+25
CONST. MH 1
CONST. "P" INLETS 2
INST. 10" SP 36 L
T.E. 16 C
"25TH" 12+39.94 P.O.T.
1
1
1
32 LF
14 CY
7°31'04" C.R.
Δ=6°21'35"
L=84.60'
C.R.
33"


1F-30
691,342.56
1,436,118.43
56
NIKE • BUILDING
50.8
32'
10'
436.500
12°26'29" C.L. (#7 FROG)
Δ= 8°10'16"
L= 65.68
52
54
N. 39° 51' 58" W.
20' LT. "N" 592+28.51 P.O.T.=
"T.C." R.R. 194+48.76 P.C.
"N" 592 +30.92
2°59.59 P.C.
"CB" 3+02.24 P.C.
"N" 3+38.19 P.O.C.=
"CB" 3+77.29 P.O.C.
"N" 3+91.66 P.C.C.
"N" 4+57.34 P.T.=
"RR" 192+77.52 P.O.T.
CONST. 30' DWY.
NIKE
+74 CONST. 43 DWY.
590
INLET SUMP
P.G.E. 748
+96
8P-1.87
+00 END CURB
WALK
W.V.
STEEL LID
G.V.
CONC. DWY.
10" V.S.P.
END TACK
ESCO
8P-1.90-C
P.G.E. 460
F.H.
R/W
STEEL LID
11' DWY.
CONC.
2404
B. BODY SHOP
12' DWY.
RED'S CAFE
2460
P.G.E. 646
BOOTH
10' 30"
DWY.
N.
24


NIKE
"N" 3+38.19
"CB" 3+77.2
"N" 3+91.66 P.O.
"CB"
+74 CONST. 43' DWY.
590
"N" 4+57.34 P.T.=
"RR" 192+77.52 P.O.T.
INLET SUMP
P.G.E. 748 U.G.
CONST. 30' DWY.
+96
8P-1.87
+00 END CURB
G.V.
W.V.
WALK
20' LT. "N"
T.C. & R.R.
STEEL LID
CONC. DWY.
10" V.S.P.
R/W
END TACK
2404
B. BODY SHOP
RED'S CAFE
2460
P.G.E. 646
BOOTH
TEL.
ESCO
8P-1.90-C
P.G.E. 460
F.H.
STEEL LID
+70 CONST. 24' DWY.
N.W. 24TH PLACE
S 8°28'38" E
"N" 289+69.77 P.O.T.
"24TH" 10+00.00 P.O.T.
+70 CONST. 14' DWY.
+73 CONST. 11' DWY.
+80 CONST. 12' DWY.
IF-6A
690,808.86
1,436,383.43
24TH AVE.
ADJUST MH 1
CONST. PED. RAMP-1
N. 21°10' 30" W
N. 13°50' 46" W.
6" W
R/W
2444
"24TH" 12+09.15 P.O.T.
IF-6B
690,668.75
1,436,417.96
24TH PLACE
ADJUST MH-2


T.C. 12°30' G.R.&C.L.
Δ=15°47'32"
L=126.34'
T=63.70'
"N" 26°
Δ=34°20
L=132.0
T=68.68
0G
"C.L.
33"
I F-7A 144+75.12
N 690,980.81 E 1,436,420.53
"T.C." 195+22.80 P.T.
"T.C." 195+72.80 P.C.
"T.C." 196+46.84 P.T.
"N" 594+25.62 P.O.T.
END OF PROJECT
US STEEL SUPPLY DIVISION
8P-1.85
2345
595
P.P.&L. 28145
US STEEL
2345
1,436,000
P.P.&L. 280400
PGE. 403
FUTURE R.R. ALIGNMENT
FND. SCREW
FND. TACK
R/W
8 1/2" G&T
50
16" W
BM 50
F.H.
FND. SCREW
FND. TACK
PGE. 33
PGE. 85031
PGE. 645
PORTLAN
STEEL


US STEEL
8P-1.85
2345
595
P.P.&L. 28145
US STEEL
2345
P.P.&L. 2804CO
STEEL
P.G.E. 403
FUTURE R.R. ALIGNMENT
R/W
FND. SCREW
FND. TACK
8 3/8" G & T
16" W
BM 50
F.H.
FND. SCREW
FND. TACK
P.G.E. 33
P.G.E. 85031
P.G.E. 645
PORTLAN
R/W
CONC.
WAREHOUSE
HELZER
CHEMICAL
2425
N.W.
23
ST MH
T. "P" INLETS
E INLETS
8" SP
MH
"P" INLETS
0" SP

OREGON DEPARTMENT OF TRANSPORTATION
SALEM OREGON

PROPOSED R.R. RELOCATION
N.W. NICOLAI ST.
I-505 ALTERNATIVE

EXISTING TRACK ---- BLACK
RELOCATED TRACK ---- YELLOW
SCALE 1" = 50'   DEC. 1981

1983 UPRR O'xing Sec. Ice Plant 9746
Rd. in North Powder.
(Rail replacement)

9746

OREGON STATE HIGHWAY DIVISION

ITEMIZED STATEMENT OF FINAL COSTS DATE: 1/14/87

CITY: NORTH POWDER AGREEMENT NO: 7921 PROJECT NO: BHOS-3101(1)

CONTRACT NO: 9746 SECTION: UPRR Overcrossing Ice Plant R.

CONSTRUCTION PREFIX: C331-1017 & C9746

	PARTICIPATING	NONPARTICIPATING
Payment to Contractor	$70,708.25	
Liquidated Damages	(1,210.00)	$1,210.00
Work by State Forces	177.41	
Protective Cost (UPRR)	2,527.98	
Interest on Final Payment		191.95
Project Manager	6,173.67	5.77
Program Section	324.83	
Materials Testing	1,507.77	
Technical Services	244.74	
Construction Branch	203.53	
Audit Services	741.17	
Accounting Section	280.46	
	$81,679.81	$1,407.72

SUMMARY:

Total Participating Cost	$81,679.81
Less Federal Funds	(79,851.51)
Plus Nonparticipating Cost	1,407.72
State Share Per Agreement	3,236.02
BALANCE DUE FROM CITY	$ - 0 -

MKS:pf

1/07/87

9746

JOB COST SUMMARY
EA/SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NU
PAYROLL CHARGES ARE LOADED

EA	SUBJOB	ACTIVITY	OBJ-DETAIL	CREW NUMBER	MSA FIELD
C09746	000	050	001	0500	
C09746	000	050	001	0500	
C09746	000	050	001		
C09746	000	050	548	0966	
C09746	000	050	548	0966	
C09746	000	050	548		
C09746	000	050			
C09746	000				
C09746	001	050	001	0500	
C09746	001	050	001	0500	
C09746	001	050	001		
C09746	001	050	548	0966	
C09746	001	050	548	0966	
C09746	001	050	548		
C09746	001	050			
C09746	001				
C09746	010	060	001	0521	
C09746	010	060	001	0521	
C09746	010	060	001		
C09746	010	060			
C09746	010				
C09746	011		001	0521	
C09746	011		001	0521	
C09746	011		001		
C09746	011		338	8056	
C09746	011		338	8056	
C09746	011		338		
C09746	011				

JOB COST SUMMARY
A/SUBJOB/ACTIVITY/OBJ-DETAIL CREW-NUMBER
PAYROLL CHARGES ARE LOADED

DETAIL	CREW NUMBER	MSA FIELD	CURRENT MONTH	BALANCE TO DATE
	0500		.00	709.17
	0500		.00	709.17
			.00	709.17
	0966		.00	32.00
	0966		.00	32.00
			.00	32.00
			.00	741.17
			.00	741.17
	0500		.00	.00
	0500		.00	.00
			.00	.00
	0966		.00	.00
	0966		.00	.00
			.00	.00
			.00	.00
			.00	.00
	0521		.00	~~20.98-~~
	0521		.00	~~20.98-~~
			.00	~~20.98-~~
			.00	~~20.98-~~
			.00	~~20.98-~~
	0521		.00	8.74
	0521		.00	8.74
			.00	8.74
	8056		.00	2,252.55
	8056		.00	2,252.55
			.00	2,252.55
			.00	2,261.29

```
  1/07/87                                            JOB COST SUMMARY
                                        -A/SUBJOB/ACTIVITY/OBJ-DETAIL CRE..-NU
                                                PAYROLL CHARGES ARE LOADED
```

9746

```
                                                      CREW      MSA
        EA      SUBJOB    ACTIVITY    OBJ-DETAIL     NUMBER    FIELD

      C09746      011        900          001          7700
      C09746      011        900          001          7700

      C09746      011        900          001

      C09746      011        900

      C09746      011        901          001          0521
      C09746      011        901          001          0521

      C09746      011        901          001

      C09746      011        901

      C09746      011

      C09746
```

```
            JOB COST SUMMARY
.A/SUBJOB/ACTIVITY/OBJ-DETAIL CRE.. -NUMBER
      PAYROLL CHARGES ARE LOADED

         CREW        MSA             CURRENT                 BALANCE TO
DETAIL  NUMBER      FIELD             MONTH                     DATE

          7700                                   .00                    31.96
          7700                                   .00                    31.96

                                                 .00                    31.96

                                                 .00                    31.96

          0521                                   .00                     8.74
          0521                                   .00                     8.74

                                                 .00                     8.74

                                                 .00                     8.74

                                                 .00                 2,301.99

                                                 .00                 3,022.18
```

[illegible]

ORIGINAL 9746

U.S. DEPARTMENT OF TRANSPORTAT
FEDERAL HIGHWAY ADMINISTRATION

FINAL VOUCHER FOR PAYMENT UNDER 23 U.S.C. 117

D.O. VOUCHER NO.

STATE VOUCHER NO.

DATE

FHWA SCHEDULE NO.

PAID BY

Appropriation:

The United States, Dr., TO Treasurer of the State of Oregon

Address Capitol Building, Salem, OR 97310

STATE Oregon

FEDERAL AID PROJECT NO. BHOS-3101(1)

PROGRAM APPROVED

VOUCHER PERIOD From: 11/22/83 To: 5/24/85

FINANCIAL DATA

TOTAL ACTUAL COST	TOTAL PARTICIPATING COST	PRO-RATA OF PARTICIPATING COST CLAIMED FROM U.S.	TOTAL AMOUNT CLAIMED FROM U.S.	LESS PREVIOUS PAYMENTS	NET AMOUNT CLAIMED
83,087.53	81,679.81	80%	65,343.85 14,507.66	65,343.85 14,507.66	-0- -0-
83,087.53	81,679.81	80%	79,851.51	79,851.51	-0-

The undersigned State highway agency certifies as follows: The above-mentioned project has been completed; the plans, design and construction for said project are in accord with the laws, standards and procedures of this State applicable to projects in this category approved by the Federal Highway Administration or such project exceptions as have been approved by FHWA; and no claim has been presented to or payment made by the United States for the work for which payment is claimed herein.

SIGN ORIGINAL ONLY

Oregon *State Highway Agency*

By Controller *Authorized Officer* 10/09/86 *Date*

I certify that a final inspection of the above project has been made by an authorized official of the Federal Highway Administration. On the basis of such inspection and the State highway agency's certification the amount claimed is approved for payment.

Amount submitted $ 0.00

Adjustments $

Amount Approved $

SIGN ORIGINAL COPY

Signature of Authorized FHWA Representative *Date*

Form FHWA-1447 (4-78) PREVIOUS EDITIONS ARE OBSOLETE

STATEMENT OF COSTS INCURRED UNDER PROJECT AGREEMENT

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	NOTATIONS (Payee must not use this column)
	UPRR O'XING (NORTH POWDER) ICE PLANT ROAD UNION COUNTY					
	Construction Type Code X121 Structure (Bridge No. 636) (Sta. 12+50 to Sta. 14+50)					
	Final Contract Payment Summary	Lump Sum			$70,708.25	✓
	Permanent Pavement striping (State)	All Required			177.41	✓
	Protective Cost (union Pacific Railroad)	All Required			2,527.98	✓
	TOTAL PARTICIPATING CONSTRUCTION				**$73,413.64**	
	Construction Engineering					
	State	All Required			$ 8,735.00	✓
	Liquidated Damages	Lump Sum			(1,210.00)	
	TOTAL PARTICIPATING CONSTRUCTION ENGINEERING				**$ 7,525.00**	
	Misc. Project Cost					
	Audit Expense	All Required			$ 741.17	✓
	TOTAL PARTICIPATING PROJECT COST				**$81,679.81**	
	Non Participating Project Cost					
	Interest on Final Payments	All Required			$ 191.95	✓
	Construction Engineering	All Required			5.77	✓
	Time Extension (Formal Contract)	Lump Sum			1,210.00	✓
	TOTAL NON PARTICIPATING PROJECT COST				**$ 1,407.72**	
	TOTAL PROJECT COST				**$83,087.53**	
	Prepared based on Participating cost as shown on the Federal Billing as of 9/05/86.					
	AMOUNT CARRIED FORWARD					

DESCRIPTION		PREFIX	FUNCTION	SUB	F.	GR	CURRENT MONTH	FISCAL YEAR TO DATE	GRAND TOTAL TO DATE	ACTIVE BEG	YPS END
	331	1012	944	00	P	1			125.90	81	83
	331	1012	944	00	P	8			22.21	81	83
	331	1012	945	00	P	1			810.34	81	83
	331	1012	945	00	P	8			143.02	81	83
	331	1012	946	00	P	1			1,013.54	82	83
	331	1012	946	00	P	8			178.87	82	83
	331	1012	948	00	P	1			644.16	82	83
	331	1012	948	00	P	8			12.34	82	82
			TOT	P1					253,730.82		
			TOT	P8					55,323.11		
			TOT	N1					1,113.27		
			TOT	N8					.23		
			** JOB TOTALS **				**	**	310,167.43 **		
UPRR O'XING(NORTH POWDER) CONT NO 9746 = FA PROJ NOS BHOS3101001 100										STATE	
	331	1017	201	00	P	1		34,647.45	70,208.25	84	85
	331	1017	203	00	P	1			1,210.00CR	84	84
	331	1017	203	00	N	1		1,210.00	~~1,210.00~~	84	84
	331	1017	204	00	P	1		1,742.54		84	85
	331	1017	205	02	P	1			13.77CR	84	84
	331	1017	206	00	N	1		191.95	191.95	85	85
	331	1017	270	01	P	1	.47CR	177.41	177.41	84	85
	331	1017	284	02	P	1			275.43	84	84
	331	1017	296	00	N	9		40,775.14CR	~~77,409.67CR~~	84	85
	331	1017	298	00	N	9		40,775.14	~~77,409.67~~	84	85
	331	1017	900	00	P	1	2.95CR	1,533.84	6,132.97	84	85
	331	1017	900	00	N	1		5.77	~~5.77~~	84	84
	331	1017	920	00	P	1			324.83	84	84
	331	1017	928	00	N	1			~~20.98~~	84	84
	331	1017	940	00	P	1	.16CR	716.67	(1,224.67	84	85
	331	1017	941	00	P	1	.04	15.33	274.36	84	85
	331	1017	944	00	P	1	.17CR	46.83	244.74	84	85
	331	1017	945	00	P	1	.85CR	187.87	203.53	84	85
	331	1017	948	00	P	1	.07CR	16.26	280.46	84	85
			TOT	P1			4.63CR	39,084.20	78,622.88		
			TOT	N1				1,407.72	1,428.70		
			** JOB TOTALS **				4.63CR**	40,491.92 **	80,051.58 **		
UPRR 2ND ST O'XING(LAGRANDE) CONT NO 8795 * FA PROJ NOS BRM 4645003 95 M 4645003 05										STATE	
	331	1098	201	00	P	1			1,868,103.32	78	82
	331	1098	201	00	P	2			212,753.46	78	82
	331	1098	201	00	N	1			3,421.89	78	81
	331	1098	208	00	N	1			83.45CR	80	81
	331	1098	208	00	N	2			4.39CR	80	81
	331	1098	284	02	P	1			78,374.91	79	82
	331	1098	285	03	P	1			12,338.31	79	81
	331	1098	285	04	P	1			23,158.34	79	[illegible]

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REPORT NO: FMBL003-1                                    OREGON DEPARTMENT OF TRANSPORTATION
SEQ: FEDERAL APPROPRIATION, FEDERAL                       FINANCIAL MANAGEMENT SYSTEM                                        PAGE 331
     PROJECT, AGREEMENT, EA-SUBJOB                       OREGON STATE HIGHWAY DIVISION                                 RUN 12/23/86 20:33
                                                            FHWA BILLING VOUCHER

FEDERAL APPROPRIATION: 114

 AGREEMENT          TOTAL COSTS      AMOUNT        --PARTICIPATION--       AGREEMENT        FEDERAL     -ADJUSTMENT-       VOUCHER
  EA/SUBJOB           TO DATE      PREV CLAIMED    AMOUNT     PERCENT        AMOUNT          SHARE      AMOUNT  CODE        AMOUNT
FEDERAL PROJECT: BHOS-3101-001
********************************

 F00856

FED PROJ TOTALS       83,087.53     65,343.85     81,679.81              65,343.85       65,343.85        .00               .00
FEDERAL PROJECT: BHOS-4000-002
********************************

 F00856
   C09806  -000            9.80           .07          9.80
   C09806  -010          108.00           .00           .00
   C09806  -011       89,829.46     71,831.40     89,829.46

 AGREEMENT TOTALS     89,947.26     71,831.47     89,839.26   80.00      71,831.47       71,871.41      39.94 B           .00
                                                                                                      235.45 L
FED PROJ TOTALS       89,947.26     71,831.47     89,839.26              71,831.47       71,871.41      39.94 B           .00
FEDERAL PROJECT: BHS -A745-001
********************************

 F02894
   C5051907-011       19,460.58     15,568.46     19,460.58

 AGREEMENT TOTALS     19,460.58     15,568.46     19,460.58   80.00      15,568.46       15,568.46        .00               .00
FED PROJ TOTALS       19,460.58     15,568.46     19,460.58              15,568.46       15,568.46        .00               .00
FEDERAL PROJECT: BHS -0142-001
********************************

 F01233
   C1141910-000       21,783.49      6,245.98     21,783.49
   C1141910-010          750.00           .00           .00
   C1141910-011       18,988.54     26,371.64     18,988.54

 AGREEMENT TOTALS     41,522.03     32,617.62     40,772.03   80.00      37,840.00       32,617.62        .00               .00
FED PROJ TOTALS       41,522.03     32,617.62     40,772.03              37,840.00       32,617.62        .00               .00
FEDERAL PROJECT: BR  -NBIH-029
********************************

 F01016
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REPORT NO: FMBL003-1
SEQ: FEDERAL APPROPRIATION, FEDERAL
PROJECT, AGREEMENT, EA-SUBJOB

OREGON DEPARTMENT OF TRANSPORTATION
FINANCIAL MANAGEMENT SYSTEM
OREGON STATE HIGHWAY DIVISION
FHWA BILLING VOUCHER

RUN 12/23/86 20:33

FEDERAL APPROPRIATION: 114

AGREEMENT EA/SUBJOB	TOTAL COSTS TO DATE	AMOUNT PREV CLAIMED	--PARTICIPATION-- AMOUNT	PERCENT	AGREEMENT AMOUNT	FEDERAL SHARE	-ADJUSTMENT- AMOUNT	CODE	VOUCHER AMOUNT
FEDERAL PROJECT: BHOS-1600-004									
********************************									
F01610									
C09697 -010	998.15	.00	.00						
C09697 -011	78,942.57	63,154.06	78,942.57						
AGREEMENT TOTALS	79,940.72	63,154.06	78,942.57	80.00	63,154.06	63,154.06	.00		.00
F01613									
C2161981-000	82.26-	.00	82.26-						
C2161981-010	3.46	.00	.00						
C2161981-011	18,371.79	14,631.62	18,371.79						
AGREEMENT TOTALS	18,292.99	14,631.62	18,289.53	80.00	14,631.62	14,631.62	.00		.00
FED PROJ TOTALS	98,233.71	77,785.68	97,232.10		77,785.68	77,785.68	.00		.00
FEDERAL PROJECT: BHOS-2100-005									
********************************									
F01643									
C09698 -000	99.35	.04	99.35						
C09698 -010	653.87	.00	.00						
C09698 -011	223,689.37	179,030.94	223,689.37						
AGREEMENT TOTALS	224,442.59	179,030.98	223,788.72	80.00	179,030.98	179,030.98	.00		.00
FED PROJ TOTALS	224,442.59	179,030.98	223,788.72		179,030.98	179,030.98	.00		.00
FEDERAL PROJECT: BHOS-3101-001									
********************************									
F00885									
C0311017-011	.00	.00	.00						
AGREEMENT TOTALS	.00	.00	.00	80.00	.00	.00	.00	A	.00
F02419									
C09746 -000	754.94	6.88	741.17						
C09746 -010	1,407.72	.00	.00						
C09746 -011	80,924.87	65,336.97	80,938.64						
AGREEMENT TOTALS	83,087.53	65,343.85	81,679.81	30.00	65,343.85	65,343.85	.00		.00
							14,5[illegible].66	L	

9746

N

Form Approved: OMB No. 2125-0529
Exp. Date 8/31/85

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	State Oregon
MONTHLY TRANSACTION NUMBER 8-20	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Union
PROJECT REPORT NUMBER	8-7-86	Project Number BHOS-3101(1)
MODIFICATION NUMBER 2		

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on Jan. 26, 19 84, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 90,540	$ 82,783
Federal funds	$ 72,432	$ 66,226
Other revisions		

This modification is made for the following reasons: To release federal funds for use on other projects.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 7th day of , 19

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX For: Larry Rulien

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen file

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JULY 29, 1986

FEDERAL AID PROJECT NO. BHOS-3101(1)

UPRR O'XING (NORTH POWDER) SECTION
COUNTY ROAD
UNION COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE X121
STRUCTURE #636 (STA. 12+50 to 14+50)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Temp. Signs	$ 10.00	113	$ 1,130.00	74	$ 740.00
Temp. Barricades	150.00	4	600.00	0	0.00
Temp. Conc. Barriers	13.00	300	3,900.00	0	0.00
Moving Temp. Conc. Barriers	3.00	133.34	400.00	0	0.00
Flagmen	10.00	600	6,000.00	434	4,340.00
Cl. "B" or Cl. "C" Asphalt Conc.	70.00	55	3,850.00	52.05	3,643.00
Two Tube Steel Railing	60.00	400	24,000.00	390	23,400.00
SUBTOTAL			$39,880.00		$32,123.00

Decrease $ 7,757.00
Subtotal from previous estimate of Jan. 20, 1984 90,540.00
Total $ 82,783.00

Length of Project 0.00 mi.

SUMMARY OF FUNDS

Description	Appn Code	Pro-Rata	Total Cost	Federal Funds	State Funds
Structure	114	80%	$ 82,783	$ 66,226	$ 16,557

Sub. Job 010: 0%; Sub. Job 011: 100%
Contract No. C09746
Prefix: C331-1017
DDB:bkb

9716

TO BE COMPLETED BY FHWA

MONTHLY TRANSACTION NUMBER 10-274

PROJECT REPORT NUMBER

MODIFICATION NUMBER 1

U.S. Department of Transportation
Federal Highway Administration

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

10-1-84

Form Approved; O M B No. 04-R2089

State Oregon

County Union

Project Number BHOS-3101(1)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 26 , 19 84 , is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 90,540.00	$ 90,540.00
Federal funds	$ 90,540.00	$ 72,432.00
Other revisions	Appn Code 114	

(Note: Additional Federal Funds Collected - $14,507.66)

This modification is made for the following reasons:
"The project agreement executed 1-26-84, is modified to decrease federal-aid participation to 80 percent in accordance with P.L. 97-424, Section 145."

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October , 19 84 .

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Larry A. Potter

Manager, Program Section
(Title)

~~XX~~X For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

UPRR X'ING (N. POWDER)
UNION CO.
331-1017

Form **PR-2A**
(Rev. 7-83)

Previous editions are obsolete

9716

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO: 1-358 + 359	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT** [illegible]	OMB No. 04-R2089 State: Oregon County: Union Project No.: BHOS-3101([redacted]) (1)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

UPRR O'xing (North Powder)

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-22-83	0.00
OTHER *(Specify)*		

FUNDS Pro Rata 80.00%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 90,540.00	$ 72,432.00*

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

*See additional provisions on back.

Oregon State Highway Division
(Official name of Highway Agency)

By Gary A. Potter

Manager, Program Section
(Title)

By ~~XX~~ For H. S. Coulter

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator Jan 2

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen. Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JANUARY 20, 1984

FEDERAL AID PROJECT NO. BHOS-~~310(1)~~ 3101(1)

UPRR O'xing (North Powder)
Ice Plant Road
Union County

PROJECT AGREEMENT ESTIMATE

TYPE CODE X121
STRUCTURE (BRIDGE NO. 636) (STA. 12+50 to STA. 14+50)

Mobilization			All Required	$ 4,350.00
Temporary Protection and Direction of Traffic			All Required	500.00
Temporary Signs	113	Sq. Ft.	10.00	1,130.00
Temporary Barricades	4	Each	150.00	600.00
Temporary Concrete Barriers	300	Lin. Ft.	13.00	3,900.00
Moving Temporary Concrete Barriers	300	Lin. Ft.	3.00	900.00
Temporary Plastic Safety Markers	10	Each	75.00	750.00
Flagmen	600	Hour	10.00	6,000.00
Removal of Structures and Obstructions			All Required	500.00
Class "B" or Class "C" Asphalt Concrete	55	Ton	70.00	3,850.00
Guard Rail, Type 2	900	Lin. Ft.	17.00	15,300.00
Guard Rail, type 3	100	Lin. Ft.	30.00	3,000.00
Guard Rail Anchors, Type 1	4	Each	350.00	1,400.00
Rail End Pieces, Type C	4	Each	100.00	400.00
Bridge Removal Work			All Required	6,000.00
Two Tube Steel Railing	400	Lin. Ft.	60.00	24,000.00
				$72,580.00

ANTICIPATED ITEMS

Railroad Protective Cost	All Required	$ 4,000.00
Permanent Pavement Striping	All Required	1,500.00
Chip and Patch Column Concrete	All Required	1,000.00
		$ 6,500.00
	SUBTOTAL	$79,080.00
	Engineering	11,460.00
	TOTAL	$90,540.00

Length of Project	0.00 mi.
Federal Funds (80%)	$72,432.00
State Funds	18,108.00
Total	$90,540.00

Reimbursement 100% $90,540.00 Public Law 97-424, S145

Group 1 100%
Cont. No. 9746
Prefix: 331-1017

DAR:lks

UPRR O'xing (North Powder)
Nonparticipating - State Work

State Responsibility for Damages	All Required	$ 1,000.00

9746 **STATE COPY**

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 5	REPORT NO. 1	COUNTY Union	DIVISION Oregon
DATE OF REPORT	REPORT MADE BY C. O. Fredrickson, Construction Engineer		PROJECT NO. BHOS-3001(1)
COMPLETION DATE (Actual) 6-20-84	ACCEPTANCE DATE BY CONRTACT AGENCY 2-25-85	TIME ELAPSED 100 %	CONTRACT TIME 6-20-84

LOCATION

UPRR Overcrossing Section of Ice Plant Road in southeast North Powder

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)

A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

1. Description of Improvement as Programed:

   A. Replacement of existing wooden rail on the bridge approaches with guardrail.

   B. Replacement of curbs and rails on the structure with steel rail.

   C. Performance of such additional and incidental work as is called for by the specifications and plans.

2. Contractor's Name: F. Hodgson & Sons

3. Contract Amount: $72,580.00

4. CERTIFICATION: I certify that the above listed project was completed as programed and in accordance with the procedures and standards contained in the State's approved Certification Acceptance Agreement. Final acceptance by the Federal Highway Administration is requested.

RECEIVED
STATE HWY ENGR
MAY 28 '85
REFER TO Fredrickson
FOR

Info	Inves	R/D	D/R	Sign		File

Signature (SHD Official) C. O. Fredrickson

Title Construction Engineer

NOTED
W. E. SCHWARTZ

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Original Signed by D. B. Carter Area Engr.		SIGNATURE Original Signed by G. K. HOSSNER Field Operations Engineer	
TITLE	DATE 5/23/85	TITLE	DATE 5/24/85

FORM FHWA 1446B
(Rev. 2-84)
PREVIOUS EDITIONS MAY BE USED.

March 27, 1985

Fireman's Fund Insurance Co.
Attn: Fidelity & Surety Dept.
121 SW Salmon Street, Suite 900
Portland, OR 97204

CON 5
#9746

Gentlemen or Ladies:

On March 6, 1985, we wrote to you concerning release of final payment on Contract No. 9746 awarded to F. Hodgson & Sons for rail replacement on the UPRR Overcrossing (North Powder) Section of Ice Plant Road in Union County.

Final payment on this contract is $3,489.91. The total contract amount is $70,708.25 including $879.75 for work performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: F. Hodgson & Sons
PO Box 182
North Powder, OR 97867

John Ludwick Insurance
1954 SE 182nd
Portland, OR 97233

bc: C. O. Fredrickson
Walt Hart
Robert D. Hector

FORM 734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

Report # 25

NAME OF JOB	SECTION UPRR O-Xing (North Powder)	WEEK ENDING Nov. 3, 1984
	HIGHWAY County Road	SECTION PREFIX 331-1017
	KIND OF WORK Rail Replacement	COUNTY Union
CONTRACTOR F. Hodgson & Sons	CONTRACT NUMBER 9746	FEDERAL AID PROJECT NUMBER BHOS-3101(1)
DATE OF CONTRACT December 23, 1983	DATE WORK STARTED May 11, 1984	ESTIMATED COMPLETION DATE June 1984
AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: SUPERVISION:	SPECIFIED WORK DAYS	WORK DAYS USED
	SPECIFIED CALENDAR DAYS	CALENDAR DAYS USED
PROJECT AUTHORIZATION: $ 91,691.60	SPECIFIED COMPLETION DATE	PERCENT OF TIME ELAPSED 100
EXCLUSIVE OF ENGINEERING: $ 83,683.60	ENGINEERING AUTHORIZATION $ 8,008.00	PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100
ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 76,209.85	ENGINEERING COST TO DATE $ 7,201.55	PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 100
ESTIMATED PERCENT: OVERRUN UNDERRUN . . . . . - 8 %	PERCENT OF AUTHORIZATION . . . . . 90 %	DATE PROJECT WAS COMPLETED: 6/20/84

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
0	0	0	0	0	0		

		GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1	0	0	0	0	0
MILES PARTIALLY COMPLETED	2					
MILES COMPLETED	3					
TOTAL ESTIMATED QUANTITIES (CONTRACT)	4					
TOTAL QUANTITIES CORRECTED TO DATE	5					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	6					
AVERAGE DAILY QUANTITIES						
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME						
NUMBER OF SHIFTS PER DAY						
HOURS PER SHIFT						

EQUIPMENT USED DURING THE WEEK: 0

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.									
PERCENT									

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 28		0		
MONDAY 29		0		
TUESDAY 30		0		
WEDNESDAY 31		0		
THURSDAY 1		0		F [illegible]EIVED
FRIDAY 2		0		
SATURDAY 3		0		CP

FILE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 28	
MONDAY 29	
TUESDAY 30	
WEDNESDAY 31	
THURSDAY 1	
FRIDAY 2	
SATURDAY 3	

REMARKS

Letter of Acceptance from North Powder forwarded to Salem

Final estimate and records submitted to Region 10/26/84.

This is final report

SIGNED LOCATION La Grande
Joseph A. Schlieski

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED. SUBMIT 3 COPIES

SP-F216

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 17, 1984

In Reply Refer to
File No.:

F. Hodgson & Sons
P. O. Box 182
North Powder, OR 97867

Time Extension Request
UPRR O'Xing (Ice Plant Road)
Contract No. 9746
FAP No. BROS-3101(1)

Your request for additional contract time in which to complete the above project has been carefully reviewed. A contract time adjustment of an additional 9 calendar days is granted due to the extra and added work performed under Price Agreements No. 1 and No. 2 and EWO No. 1.

The failure of a contractor selected supplier of materials to perform is not normally a valid reason for adjustment of contract time. However, in view of the unusual circumstances encountered by you in your effort to support the intent of the DBE program, a time adjustment of an additional 11 calendar days is granted.

The adjusted contract time of completion for this contract is June 20, 1984. This will eliminate all liquidated damages under this contract.

W. E. Schwartz, P.E.
Ass't. State Highway Engineer
for Operations

bc: C. O. Fredrickson
R. D. Hector w/att.
J. Schlieski w/att.
FHWA w/att.
Bruce Walton - NOTE: 9 CD participating; 11 CD non-participating

TE/95

Form 734-3122

STATE OF OREGON

INTEROFFICE MEMO

TO: C. O. Fredrickson
Construction Engineer

DATE: August 14, 1984

Attn: O. B. Jackmond

SUBJECT: Time Extension Request
UPRR O'Xing Section
County Road (Ice Plant Road)
Union County
Contract #9746

Enclosed for your further handling is a request from F. Hodgson & Sons to extend the completion date of the subject contract from May 31, 1984 to June 20, 1984, an increase of twenty days.

Project Manager Schlieski outlines the problems Hodgson encountered in dealing with a DMBE supplier. It appears that Hodgson did everything within his power to complete the project on time, including purchasing materials for the supplier and advancing him money for labor and fabrication.

This project was on a low volume county road and was open to traffic at all times.

It appears that the delay in completion was beyond the control of F. Hodgson & Sons. The public suffered no damages because of the delay, thus we recommend the time extension of twenty days be granted.

William Anhorn
William G. Anhorn
Region 5 Construction Engineer

WGA/jef

cc: Schlieski

9-17-84

W. E. Schwartz —

According to the Project Manager, P.A. No. 1 and No. 2 and EWO No. 1 warrant a time extension of 9 C.D. The contractor selected DBE supplier did not perform due to financial problems and the contractor took extraordinary measures to finance his supplier and supervise the material fabrication. While this would not normally be a valid reason for time extension, I think that the contractor's efforts to support the DBE program should not lead to his financial detriment in the form of liquidated damages. I therefore recommend an additional 11 C.D., FHWA non-participating time extension for this reason.

CE — CAE — RECEIVED LS — TC —
COE — OM — SA — CC —
CA — AUG 16 1984 FE —
CAM — MA —
CP — CONSTRUCTION OCS —
EEO — SECTION FILE —

February 8, 1984

F. Hodgson & Sons
P. O. Box 182
North Powder, OR 97867

CON 5
#9746

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

Contract No. 9746 for rail replacement on the UPRR Overcrossing (North Powder) Section of Ice Plant Road in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc
Encl.

cc: Fireman's Fund Insurance Co.
Fidelity & Surety Department
121 S.W. Salmon St., Suite 900
Portland, OR 97204

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
Robert Hector
Joseph Schlieski

EXCAVATING — GRADING
EQUIPMENT RENTAL

LIQUID SYSTEM
SPECIALISTS

F. Hodgson & Sons

BONDED — GENERAL CONTRACTOR
P.O. Box 182 • 503/898-2237
North Powder, Oregon 97867

January 28, 1984

Mr. Robert W. Gormsen
Commission Services
Transportation Building
Salem, Oregon 97310

Dear Mr. Gormsen:

We are returning two copies of Contract No. 9746 for rail replacement on the UPRR Overcrossing Section of Ice Plant Road, which have been signed by Phyllis E. Hodgson.

We are requesting our insurance company to submit a Certificate of Insurance immediately.

Very truly yours,

F. HODGSON & SONS

F. Hodgson

F. Hodgson

FH/p
Enc. 2

RECEIVED
JAN 30 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXCAVATING — GRADING
EQUIPMENT RENTAL

LIQUID SYSTEM
SPECIALISTS

F. Hodgson & Sons

BONDED — GENERAL CONTRACTOR
P.O. Box 182 • 503/898-2237
North Powder, Oregon 97867

December 19, 1983

Mr. Robert W. Gormsen, Manager, Commission Services
Department of Transportation, Highway Division
121 Transportation Building
Salem, OR 97310

Dear Mr. Gormsen:

Re: UPRR O-Xing (North Powder) #9746
Union County.

We intend to comply with the plans and specifications using Arrow Brothers Corporation, Wilsonville, for the minority requirements on the UPRR O-Xing.

Item	Description	Quantity	Unit Price	Amount
11	Guardrail Type 2	900 LF	9.00	8,100.00
12	Guardrail Type 3	100 LF	24.00	2,400.00
13	Guardrail Anchor Type 1	4 EA	300.00	1,200.00
14	Rail End Pcs., Type C	4 EA	75.00	300.00
				12,000.00

Very truly yours,

F. HODGSON & SONS

F. Hodgson

F. Hodgson

FH/p

RECEIVED
DEC 23 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

[illegible] [illegible]

ROAD DESIGN SECTION   DES 16

J. A. Schlieski
Project Manager

January 30, 1984

Donald R. Adams, P.E.
Final Design Engineer

Revision of Stage Construction
and Temporary Protection and
Direction of Traffic
UPRR O'Xing (North Powder)
County Road (Ice Plant Road)
Union County
Contract 9746

In reference to your letter of January 19, 1984, we have reviewed your proposed revision and concur.

Please proceed with the necessary negotiation and documentation to accomplish this revision.

ARA:ja

Attachment

cc C. O. Fredrickson w/attachment
R. D. Hector "

bc A. R. Anderson "

1 Vorsteeg ✓
Anderson
Adams
Massab
Steudenmeyer
Turpin
Trent
Welsselig

RECEIVED
JAN 31 1984
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up ..../..../....
Action

STATE OF ORE ON **INT ROFFICE MEMO**

TO: Andy Anderson
Sign Design Supervisor

DATE: January 19, 1984

FROM: JAS

SUBJECT: UPRR O'xing (North Powder)
County Road (Ice Plant Road)
Union County
Contract 9746

Versteeg
Anderson AA
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakefield

RECEIVED
JAN 24 1984
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

In reviewing the proposed construction schedule at the preconstruction meeting it appears that contract flagging costs could overrun by 335% or $20,000, which is a 22% overrun of the project authorization.

While the contractor is being very conservative in what he can accomplish in a day - there exists a considerable problem with the stage construction and temporary protection and direction of traffic shown on the plans.

Some of the problems noted are:

1.) the contractor cannot work behind the precast barrier - it is to narrow for his equipment - during working hours traffic will be stopped for 20 minute intervals by flaggers

2.) traffic cannot be self regulating during non-working hours - because of the vertical rise there is no visual contact between opposing traffic

3.) we're looking at flagging 24 hours a day - 2 flaggers - with no provisions made for illuminating the flaggers at night

4.) using the contract amount of 600 hours and 2 flaggers 24 hours a day - we could flag traffic 12 days - if we can eliminate the flagging after work hours and flag only 8 hours a day - we could flag traffic 37 days.

After discussing the work with the contractor and the FHWA we are proposing a revision in the specified stage construction and temporary protection and direction of traffic:

1.) specify under stage construction that the contractor may remove only that length of bridge railing that he can replace in the same shift

2.) further specify that if the new railing is not completed at the end of the shift - the metal posts shall be installed temporarily & a length of temporary guardrail bolted in place

3.) at the end of the work shift the roadway shall be cleared of all obstructions - and opened up to two-way traffic

1/26/84
Rec'd. this correspondence this date.

Contains Recycled Materials

PRO

Ms. Judy Butler
City Recorder
City of North Powder
City Hall
North Powder, OR 97867

Dear Ms. Butler:

SUBJECT: 1984 SPECIAL CITY ALLOTMENT (SCA) PROGRAM

trace 21-10
con
N. Powder

On November 23, 1983 we presented our SCA Program report to the Oregon Transportation Commission. In this report we summarized the results of our investigations of projects requested by 90 cities.

Our on-site investigation of North Powder's proposed project on Ice Plant Road (at W.P.R.R. Viaduct) found some moderately-heavy wear at the bridge approaches. At the time of our investigation traffic was light. After making comparisons, other projects showed a greater need for improvements at this time. The Commission, therefore, did not approve your request for a 1984 project.

We will be sending our application information for the 1985 Program out shortly after the first of the year and you may reapply for a 1985 project at that time.

Very truly yours,

Gary A. Potter, Manager
Program Section

RLD:pf

bcc: Roger Lang, Region 5

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
PRO

TO: FILES

DATE: August 17, 1983

FROM: Dick Dorn
Dick Dorn
Local Programs Coordinator

SUBJECT: City of North Powder

The City of North Powder has requested work on Ice Plant Road, which is actuality a bridge that they want worked on, and they want the bridge rail replaced on this as part of the job. They are going to get bridge funds, and want to use the Special City Allotment as their portion of the job. We are not sure in any way that this is eligible for it, so we're looking only at the surfacing. The surfacing for this stretch of road is in rather poor condition. It has two embankments approaching the bridge, and these have settled to some degree particularly right at the ends of the bridge. It does show some signs of distress, but not extremely bad. The traffic on this portion of the road at present, consists of residents of, about 7 or 8 farms that direction, and a few trucks going for business across there. What they anticipate, is a large increase in the business, and building up a cold deck of logs and so on; but this is not in existence right now, so we can not rate it on that. So on that basis the bridge does not at the present time have a high traffic volume.

I went into the City of North Powder, and discussed the situation in some degree with Jim Brockway, the Mayor of North Powder. He understands that probably the better way to go on this, is to see if we can't get the Highway Department to replace the bridge rail, because when the bridge was given to them, it was in poor condition and should have been fixed originally. So we'll proceed to give our regular analysis of this, and I'm afraid it won't rate high enough to get them a project this year. The City would let the State handle the bridge reconstruction if it was done on this, and the allotment, if they received it, would be more than adequate to take care of it and would need no additional funds.

PROJECT EVALUATION:

TRAFFIC		SURFACING WEAR	
Moderate	3	Moderately-Heavy	4
5-YEAR POPULATION GROWTH		NO. OF PREVIOUS PROJECTS	
+4.8%	1	3	1
YEAR OF LAST PROJECT			
1972	2		

TOTAL PROJECT EVALUATION RATING: 11

RLD:bkb

SPECIAL CITY ALLOTMENT FUND
INVESTIGATION DATA

City: NORTH POWDER Date 8-17-83 No. of Previous Prjects 3
Population: 1983: 440 1978: 420 + 4.8% Last Project 1972 (Year)
Street: ______ Total SCA Funds $ 43,584.75

Project Length ______ Mile Right-of-Way Width ______ Feet

	Existing	Minimum	Proposed
Uncurbed Street			
Width of Travelway:	ft.	12 feet	ft.
Width of Shoulders:	ft.	4 feet	ft.
Curbed Street			
Width of Travelway:	ft.	12 feet	ft.
Width of Parking:	ft.	6 feet	ft.
Base Design			
Base Course:	in.	9 inch	in.
Leveling Course (Optional):	in.	2 inch	in.
Type of Surfacing: (i.e.: Oil, Asphalt, Gravel)		Asphalt	
Depth of Surfacing:	in.	3 inch	in.

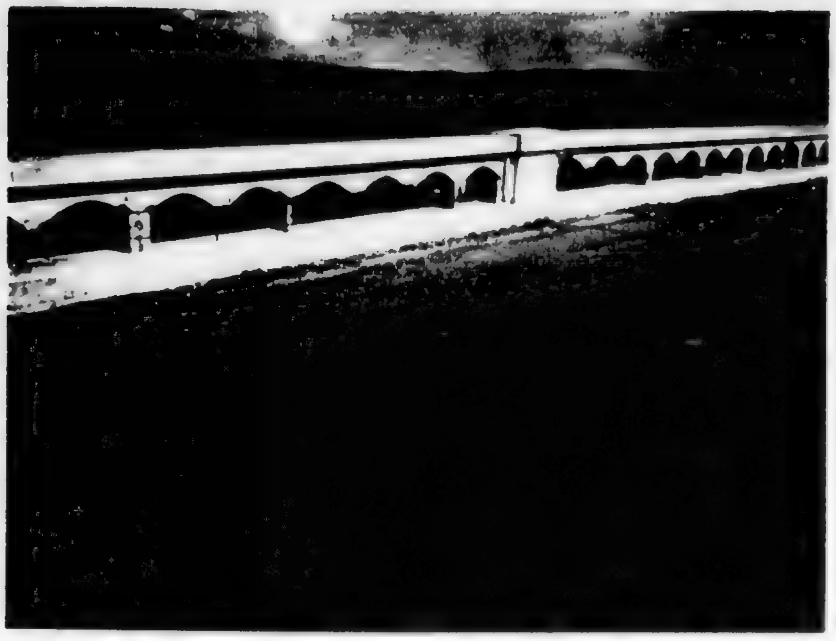
Type Curbs: ______ Walks: Width ______ ft. Length ______ ft.
Can street be closed during construction? No ______ Yes ______
Remarks: ______

ESTIMATE

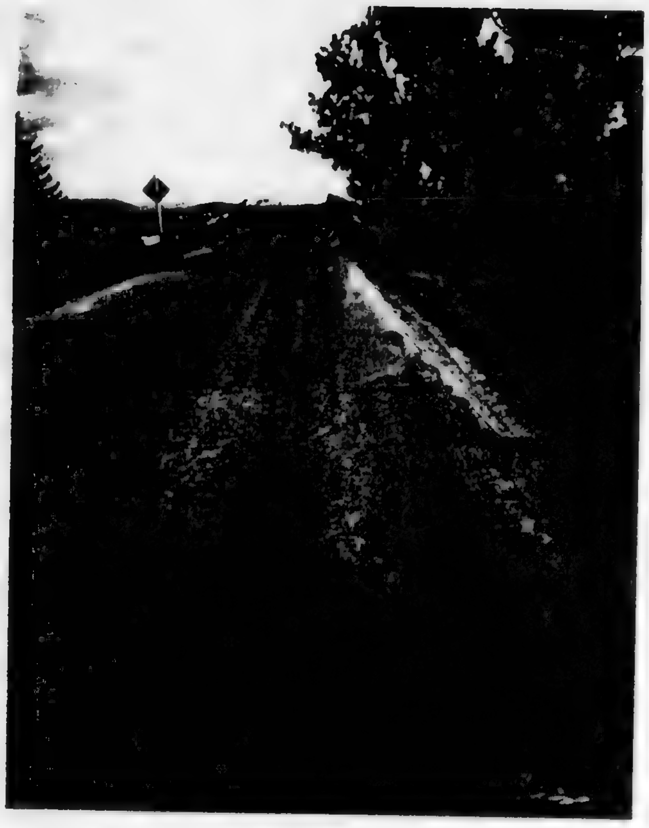
	Unit	Gross	Price	Amount
MOBILIZATION	ALL	$	$	$
TEMP. PROT. & DIRECT TRAFFIC	ALL			
GENERAL EXCAVATION	CU. YD.			
___ AGGR. BASE ___ DEEP	SQ. YD.			
CEMENT TREATED SUBGRADE	CU. YD.			
CEMENT IN TREATMENT	TON			
CLASS "C" AC ___ DEEP	SQ. YD.			
CONCRETE INLETS	EACH			
CONCRETE CURBS	LIN. FT.			
CONCRETE WALKS	SQ. YD.			
CONCRETE DRIVEWAYS	SQ. YD.			
___ INCH SEWER PIPE	LIN. FT.			
___ INCH CULVERT PIPE	LIN. FT.			
ADJUST MANHOLES	EACH			
ADJUST INLETS	EACH			

FLAGGING ______
TOTAL $ ______
ENGINEERING & CONTINGENCIES ______
TOTAL $ ______
CITY'S ESTIMATED SHARE OF SURVEY $ ______
TOTAL ESTIMATED COST $ ______

NORTH POWDER
KEH 83

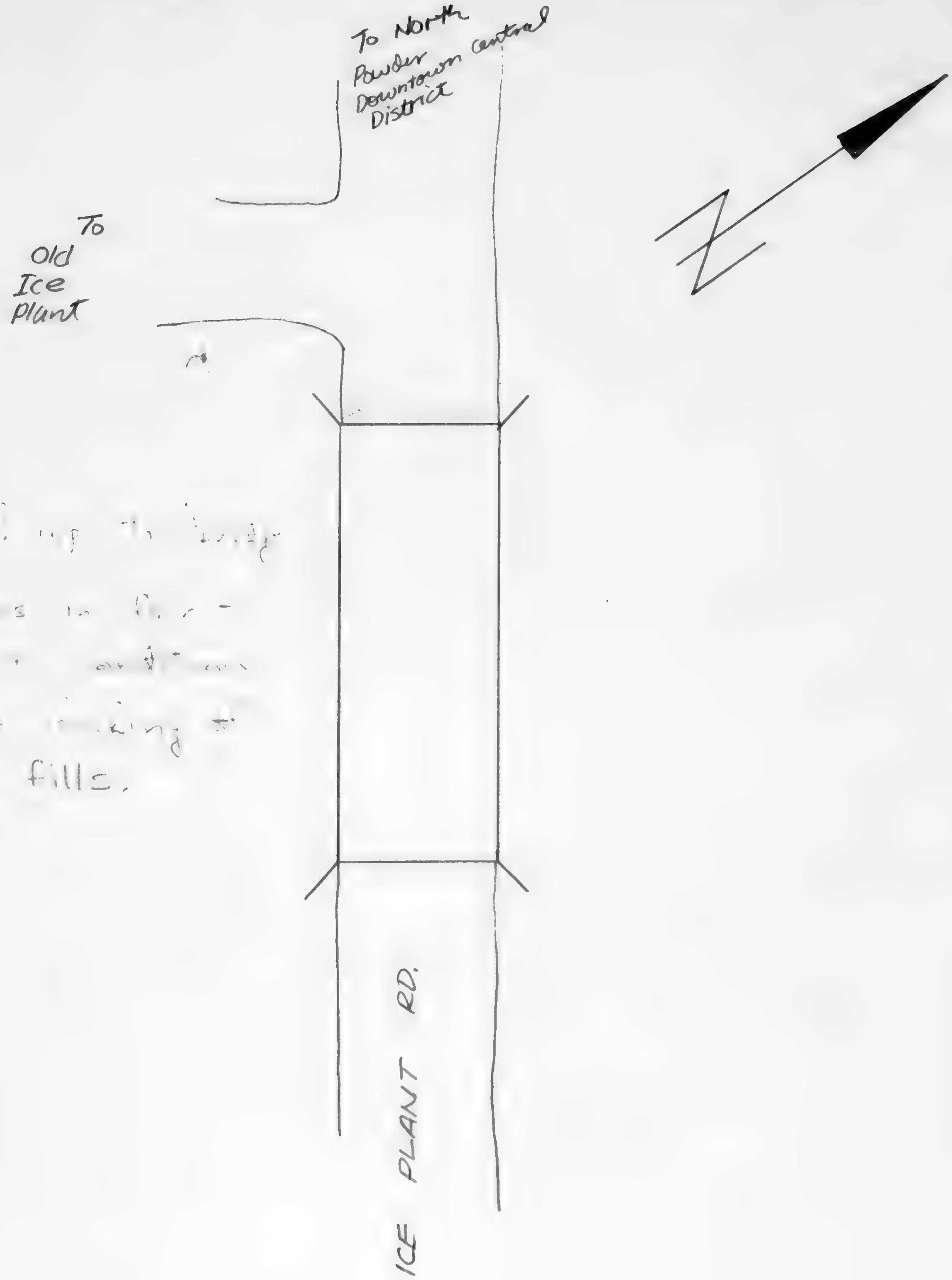


LOOKING S.E. AT STRUCTURE
ON ICE PLANT RD.



LOOKING N.E. AT STRUCTURE

KEH NORTH POWDER
83


To North Powder Downtown central District
To Old Ice plant
N
ICE PLANT RD.

AC Surf. up to the bridge
both sides in fair -
to poor condition
with minor cracking at
approach fills.

1984 SPECIAL CITY ALLOTMENT PROGRAM
PROJECT EVALUATION SYSTEM
CITY OF NORTH POWDER
DATE 8-17-83

TRAFFIC (3:30 p.m.)	RATING
Heavy	5
Mod. Heavy	4
Moderate	[✓ 3]
Mod. Light	2
Light	1
None	0

SURFACING WEAR (TYPE: A.C.)	RATING
Heavy	5
Mod. Heavy	[✓ 4]
Moderate	3
Mod. Light	2
Light	1
None	0

5-YEAR POPULATION GROWTH		RATING
15% and greater		4
10% to 15%		3
5% to 10%		2
0% to 5%	+4.8%	[✓ 1]
Less than 0%		0

NO. OF PREVIOUS PROJECTS	RATING
None	3
1 Previous Project	2
2 or 3 Previous Projects	[✓ 1]
4 or More	0

YEAR OF LAST PROJECT		RATING
1967 and Prior		3
1968 through 1976	1972	[✓ 2]
1977 through 1980		1
1981 through 1983		0

PROJECT EVALUATION RATING = 11

Buz

STATE OF OREGON

HIGHWAY DIVISION

INTEROFFICE MEMO

PRO-3

TO: ✓FILES

DATE: June 29, 1983

FROM: Gary A. Potter, Manager Gary
Program Section

SUBJECT: North Powder River Bridge
City of North Powder

On June 24 Ed Hunter, myself and Fred Miller met with Robin, a representative from Senator Thorne's office to discuss the history of the transfer of the subject bridge and the short section of roadway to the City of North Powder.

The original throughway agreement was signed with the North Powder in 1967 which set the details for construction of the bypass and, upon completion, the transfer of the old highway and the bridge to the City of North Powder and the rural portions of the old highway to Union County.

In 1973 after construction of the bypass, the Transportation Commission approved the resolution to transfer the bridge and roadway to the City. We pointed out to Robin that the mayor of North Powder had been in communication with staff of the Highway Division throughout this time and the mayor and the city council of North Powder approved the agreement.

We then turned to ways that the bridge could be repaired under current funding. We had previously learned from Walt Hart that the structure railing repair is eligible for HBR Off System funds. Walt had the bridge inspected last week and in the course of the next two weeks will prepare preliminary plans and specifications and an estimate of the cost of work. This work will correct the major deficiency of the bridge and will widen the structure somewhat at the same time.

We informed Robin of this development and then discussed how the City of North Powder might match those funds. It was pointed out that the City of North Powder has an SCA application in. That application will be evaluated this summer and ranked with the other candidates for SCA funds for presentation to the Transportation Commission later this year. It is possible that SCA funds may be used to match in part the work funded by HBR funds. It was also pointed out that the City of North Powder could defer matching funds until September 30, 1984, which would give the City time to come up with ways of financing this portion of the match.

It was left with Robin that in about 2 weeks when preliminary plans

Contains Recycled Materials

and an estimate had been developed for the work that the Program Section will prepare a letter for Fred Miller's consideration to transmit the information to Senator Thorne's office. It was also stated that a suggested draft would be prepared and transmitted with Fred's letter for Senator Thorne to send to the Mayor of North Powder.

This will be accomplished as soon as the preliminary plans and the estimate is available from the Bridge Section.

GAP:pf

cc: H. S. Coulter
E. S. Hunter
W. E. Schwartz
R. N. Bothman
Walt Hart
Bob Hector

At OTC dinner meeting in Ontario on 10-23-79, Mayor stated that the city could not afford the local match for a Fed. Aid project.

Bridge Inspection 6-28-73 by Cruzan & Penner
ref. 58-7 posts and railing "railing should be repaired over UPRR"

8-5-71 Baker & Fuller ref. 58-7
"severely cracked railing, guard rail @ bent 2 has been broken"

PROJECT PROSPECTUS
PART 1 — [illegible]OJECT REQUEST

SEE INSTRUCTIONS ON REVERSE

SECTION UPRR O'Xing (North Powder) Bridge			KEY ID #	REGION 5
STATE HIGHWAY # N/A	HIGHWAY NAME City Street		MILE POST FROM TO	LENGTH 400' ±
☐ URBAN ☐ RURAL	CITY North Powder	COUNTY Union	ROAD/STREET NAME Ice Plant Road	
ROUTE # N/A	FEDERAL AID # OS	APPLICANT (IF OTHER THAN STATE) City of North Powder		

COST ESTIMATES (000's)			PROJECT DATA		RIGHT OF WAY	
PRELIMINARY ENGINEERING		$ 10	GRADING (✓)		FILES (#)	
RIGHT OF WAY		$	PAVING (✓)	X	ACRES (#)	
ROADWAY	$ 13.5		STRUCTURES (✓)	X	RELOCATIONS (#)	
STRUCTURES	$ 41.4		SIGNING (✓)		WORK BY STATE/CONSULTANT/APPLICANT	
SIGNALS	$		SIGNALS (✓)		PRELIMINARY ENGINEERING (S,C,A)	S
ILLUMINATION	$		ILLUMINATION (✓)		CONSTRUCTION ENGINEERING (S,C,A)	S
TEMPORARY PROTECTION	$ 2		GUARDRAIL	X	RIGHT OF WAY DESCRIPTIONS (S,C,A)	
	$		ENVIRONMENTAL CLASS (1,2,3)	2	RIGHT OF WAY ACQUISITIONS (S,C,A)	
40% ENGINEERING & CONTINGENCIES	$		DESIGN CATEGORY (1-7)	7	CONSTRUCTION BY	
TOTAL CONSTRUCTION		$ 79.7	WORK TYPE (1-12)	5	☒ CONTRACT ☐ STATE FORCE ☐ CITY FORCE ☐ COUNTY FORCE	☐ OTHER
TOTAL ESTIMATE		$ 89.7				

FINANCING/ PROGRAMMING	RECOMMENDED LETTING DATE (QUARTER/YEAR) 2 /84	RECOMMENDED FUNDING SOURCE Comb. HBR/SCA	RECOMMENDED PROGRAM YEAR 1984

RECOMMENDED PROGRAM REVISIONS

☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $
☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $

ITEM	EXISTING	PROPOSED
TRAVEL LANES (#)	2	2
STRUCTURES (#)	1	1
SIGNALS (#)		
BIKE PATH (Y/N)	N	N
AVERAGE DAILY TRAFFIC		
YEAR OF AVERAGE DAILY TRAFFIC	1983	

DEFINE THE PROBLEM

Severe deterioration of structure, handrails, surface deterioration on approaches and structure. Antiquated wood guardrail on approaches. Sub-standard width of 19' 4" is not adequate to handle farm vehicles and truck traffic. Also reported several chunks of concrete have falled onto UPRR R/W.

PROPOSED SOLUTION

Remove existing handrails, construct sidemount steel flex-beam w/channel handrail. Install modern guardrail w/anchor assembly. Overlay approaches and structures.

REQUESTED, REGION ENGINEER X	DATE 3-9-83			
APPROVED, ASST. HWY. ENG. FOR OPERATIONS X	DATE			
APPROVED, ASST. HWY. ENG. FOR ADMINISTRATION X	DATE	TRANSP. COMM. APPROVAL DATE	PROGRAM YEAR	FUNDING

734-1911 (7-82)

GENERAL INSTRUCTIONS

Use this Project Request form for all projects to be added to the Highway Improvement Program or to request significant changes to a project already in the program.

Submit one copy to Program Management.

Program Management will:

1. Circulate the request through the appropriate offices.
2. Confirm financing availability.
3. Forward the request through the Administration for approval.
4. Advise involved Region and Section Engineers of approval or denial of request.
5. Maintain the project file and advise when the remainder of the Project Prospectus should be submitted to initiate the project to meet the approved program year.

SPECIAL INSTRUCTIONS

The **KEY ID #** will be filled in by Program Management upon project approval.

SECTION, REGION, STATE HIGHWAY #, MILEPOST, LENGTH, CITY and **COUNTY** are self-explanatory. **URBAN/RURAL** refers to the project locale. Is it more urban- or rural-like? Put the local name for the facility, if any, in the **ROAD/STREET** space. **ROUTE #** refers to the tourist route(s). If more than one, list in this order: Interstate, US, State, County, Forest. The **FEDERAL AID #** is the federal route number which is found on straightline charts, urban area maps, etc. preceded by FAU, FAP, FAS or FAI, whichever is appropriate. If this is not a state project, show the requesting party or jurisdiction in the **APPLICANT** space.

COST ESTIMATES — These estimates should be windshield or reconnaissance type planning estimates. Use 40% for **ENGINEERING AND CONTINGENCIES.**

PROJECT DATA — Check each of the items that will be included in the requested project. Fill in the anticipated **ENVIRONMENTAL CLASS**, the **DESIGN CATEGORY** and the **WORK TYPE.**

RIGHT OF WAY — Fill in the estimated numbers of **FILES, ACRES** and **RELOCATIONS** that may be required.

WORK BY and **CONSTRUCTION BY** are self-explanatory.

FINANCING/PROGRAMMING — Show the **RECOMMENDED FUNDING** source and **RECOMMENDED PROGRAM YEAR.** Identify the **SECTION(S)** to be **POSTPONED** or **CANCELLED** if necessary to obtain funds.

EXISTING & PROPOSED Items — Show the number of existing and proposed **TRAVEL LANES, STRUCTURES** and **SIGNALS**, whether or not **BIKE PATHS** are existing or proposed and the present **AVERAGE DAILY TRAFFIC** (ADT) and the Projected ADT.

DEFINE THE PROBLEM — Describe in detail the facility and its history. Information should be given other than that now available in regular statistical publications. Particularly express local feelings and region knowledge needs, trends, access problems, or reference to possible congestion, etc.

PROPOSED SOLUTION — Describe solution in terms of major or minor; i.e., realignment, lane widening, shoulders, right-of-way, pavement, etc. Exact dimensions are not required.

PROJECT PROSPECTUS
PART 1 — PROJECT REQUEST (Cont.)

SEE INSTRUCTIONS ON REVERSE

KEY ID #	
SECTION UPRR O'Xing (North Powder) Bridge	**REGION** 5

PROJECT JUSTIFICATION

This structure (Bridge No. 0636) was constructed in 1922 as part of the State Highway System. Upon completion of the North Powder-Baker Section of I-84, the structure and alignment of this section of the Old Oregon Trail (within City) was abandoned to the City of North Powder. This was accomplished under the terms of Agreement, dated December 12, 1967, on August 14, 1973.

Defects noted by State inspectors, as early as 1971, were not made prior to abandonment although repairs were recommended.

In October, 1979 Mayor Brockway appeared before the Transportation Commission in Ontario, asking for assistance in repairing the structure. The Commission directed the Region Engineer to inspect the structure which was done and report of condition was forwarded to Mayor Brockway with recommendations of repair. Repair to roadway surface at north end of bridge was done by the Division as a "Good Neighbor" policy. Also, Mayor Brockway appeared before a Joint Legislative Committee for Trade, Economic Development and Transportation on June 27, 1980 requesting the State to reassume jurisdiction of the structure. The State recommended the City approach Union County to see if the County would assume jurisdiction. Union County declined.

Ice Plant Road is being impacted by heavy and unusual traffic because of commercial operations in the vicinity of the old "Ice Plant". Joint funding is requested for this project as the City (population 430±) does not have adequate resources for funding.

It is felt this project falls within the scope of bridge rehabilitation and in consistent with FHWA and Division goals of maintaining and preserving the existing system.

ADMINISTRATION RECOMMENDATION

INSTRUCTIONS

PROJECT JUSTIFICATION

Narration in this portion should answer who and why. This may be an old recognized problem, but what recent particulars call for submitting the project at this time? Is the project a direct result of other agreements? Information is required as to why this proposal is more important than others in the region and how it rates priority-wise with other project needs.

ADMINISTRATION RECOMMENDATION will be completed in Salem.

SPECIAL CITIES ALLOTMENT

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805, there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the Oregon Transportation Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of North Powder is an incorporated City of the State of Oregon and has a population of less than 5,000 as given by the latest official Federal census; and

WHEREAS, the following streets of said City, U.P.R.R. Viaduct (state bridge #636) on Old Ice Plant Road - Formerly Highway 30 are not a part or parts of the State Highway System, but are streets under the jurisdiction and control of said City which are "receiving excessive wear through sudden increase in population in the area or heavy and unusual traffic"; and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon Transportation Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Transportation Commission.

1980 Revision

4. That the City of North Powder does hereby offer to Transportation Commission and does hereby pledge complete cooperation and assistance to the end that said City may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate the Mayor as the official representative of the City in all negotiations resulting from this request.

Passed and approved this 7th day of March, 1983.

There is attached hereto and made a part hereof, a City map on which is indicated the street, streets, road, or roads described in this resolution.

* * * * * * * * *

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of North Powder at a regular or special meeting of said Council, held on the 7th day of March, 1983, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 8th day of March, 1983.

Judy Butler

City Recorder Judy Butler

Revised: 12/30/80

SPECIAL CITY ALLOTMENT (SCA) APPLICATION

CITY OF North Powder Date March 8, 1983

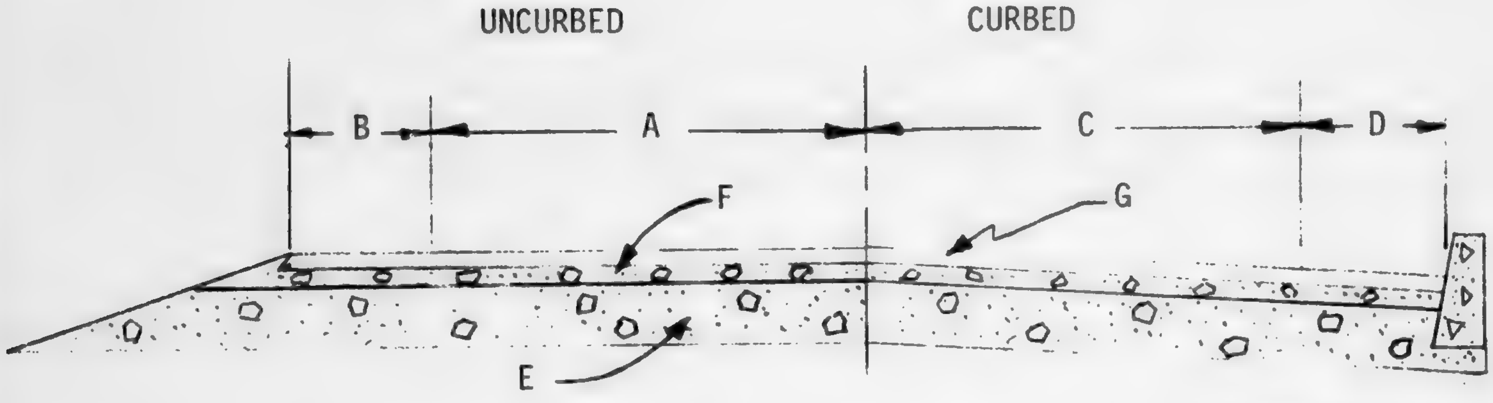
Street Name Ice Plant Road (From U.P.R.R. Viaduct)
(Locate project on attached map)

Project Length 400' +/- AVERAGE DAILY TRAFFIC Cars 100 (estimated) Trucks 75

ROADWAY PROJECT DATA

STREET SECTION:

TYPICAL SECTION



		EXISTING	RECOMMENDED MINIMUM*	PROPOSED
Uncurbed Street:	A - width of travel way:	_____Feet	12 Feet	_____Feet
	B - width of shoulders:	_____Feet	4 Feet	_____Feet
Curbed Section:	C - width of travel way:	_____Feet	12 Feet	_____Feet
	D - width of parking:	_____Feet	6 Feet	_____Feet
Base:	E - Base Course:	_____Inch	9 Inch	_____Inch**
	F - Leveling (Optional):	_____Inch	2 Inch	_____Inch**
Pavement:	G - Type: (Gravel, oil mat, or A.C.)	__________		__________
	Depth:	_____Inch	3 Inch	_____Inch

* Flexible; per SCA Agreement
** Not applicable (N/A) if overlay only is desired.

Site for disposal of excess excavated material: ______________________________

DRIVEWAYS:

Construct as part of project? No N/A Yes ____ How Many? ____________

Does City Ordinance specify width and number of driveways permitted? No X Yes ___

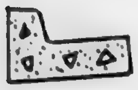
CONCRETE CURBS:

Construct as part of project N/A Now in place ____________

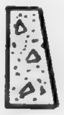
Width between present curbs: ____________ Feet

Type of curbs desired? ____________

TYPE "A"



TYPE "C"



OTHER

SIDEWALKS:

Construct as part of project. No ____ Yes ____

Width	Length	Side of Street
____ Feet	____ Feet	North ____ East ____
____ Feet	____ Feet	South ____ West ____

Is utility strip required? No ____ Yes ____: Width: ________ Feet

Remarks ____________________________

STORM SEWERS:

Construct as part of project __________ Now in place __________

Are they adequate for increased flow? No ____ Yes ____

Indicate depth of main lines from present surface: ________ Feet

SANITARY SEWERS: (City to adjust if required)

Now in place? No ____ Yes ____

Depth of sewers from present surface: ________ Feet

Remarks: ____________________________

BRIDGE PROJECT DATA

1. Name of Bridge: U.P.R.R. Viaduct Bridge No. 636
2. Name of River or Stream: U.P.R.R. Viaduct
3. Does City wish a particular type of bridge design? No X Yes ___
   Type desired: ___
4. Roadway width of bridge: 20 - 22 feet
5. Width of sidewalks: on upstream N/A downstream N/A side of bridge?
6. Will detour be constructed and maintained by City? No
   By contractor? N/A
7. Construct approaches or connections? By City ___ By Contractor ___
8. Will old bridge remain in place? Yes Removed by City? ___
   By Contractor? ___ Salvaged for future use? ___
9. Lightpost bases and conduit installed? No X Yes ___
10. Will any of the following utilities be attached to this structure?
    a) Water Mains: No X Yes ___ Size ___
    b) Sanitary Sewer Mains: No X Yes ___ Size ___
    c) Storm Sewer Mains: No X Yes ___ Size ___
    d) Gas Mains: No X Yes ___ Size ___
    e) Power Lines: No X Yes ___
    f) Telephone Lines: No X Yes ___
    g) Other Utilities? None
11. Remarks: ___

GENERAL INFORMATION:

RIGHT-OF-WAY: (City shall, without cost to State, provide all right-of-way required)

Width of present right-of-way: 60 feet

Additional right-of-way required? No X Yes ______

WATER MAINS: (City to adjust if required)

Now in place? No X Yes _____ How deep from present surface? __________ feet

Remarks No water mains or gas mains in this area.

FRANCHISED UTILITIES: (City is to arrange for any required adjustment)

Gas lines? No X Yes _____ Company? __________

Electric Poles? No X Yes _____ Company? __________

Telephone Poles? No X Yes _____ Company? __________

Railroad tracks? No _____ Yes X Company? Union Pacific Railroad

Is crossing presently protected by automatic railroad signals? No X Yes ______

FUNDING: Are City funds available to Supplement project? No X Yes _____

If Yes, estimated amount __________________.

Remarks: This project is to repair existing bridge and to replace antiquated wood railing on approaches to bridge.

General remarks: This bridge was turned over to the City of North Powder in very poor condition. A request was made in 1979 that Oregon DOT repair this structure before the City could accept it. Nothing has been done.

By J M Brockway
Mayor J. M. Brockway

By Judy Butler
City Recorder Judy Butler

By ____________________
City Administrator or City Engineer

FEDERAL AID PROJECT REQUEST

Date

Applicant Agency City of North Powder

Request for: Off-System____, FAS-C____, FAUS____ Project HBR X

Federal Aid Route No. N/A **Route Name** Ice Plant Road

Project Name UPRR Oxing (North Powder Bridge Section)

Project Length 400' +/- **Project Location** (Attach sketch map)

Project Description Bridge repair

Average Daily Traffic 175-200 estimated **Design Speed** 30 mph

Complete Applicable Sections:

I. ROADWAY DATA

1. **Existing Roadway:** (Attach sketch)

Width 20-22' Travel Lanes 2 Shoulders ---

Medians none Parking

Sidewalks none

Remarks

2. **Desired Roadway Cross Section:** (Attach sketch)

Width Travel Lanes Shoulders

Medians Parking

Curbed Length Curb Radii

Sidewalk/Bikeway

Remarks Same as above. Replace antiquated wood rail with modern rail.

II. RIGHT-OF-WAY DATA

1. **Existing Right-of-Way:**

General Width 60' Minimum 60' Maximum 60'

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes____ No X

3. Will additional right-of-way be needed? Yes____ No X
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes____ No____
Remarks

III. TRAFFIC CONTROL DATA

1. **Existing Signalization and Location:**

N/A

2. Proposed Signalization:

Location N/A
Type
Phases
Type of Suspension
Interconnected
Remarks

3. Permanent Signing:

Include in project or by applicant? N/A

4. Permanent Striping:

Include in project or by applicant? N/A

IV. ILLUMINATION DATA

1. Existing Illumination and Location:

None

2. Proposed Illumination:

Location None
Type

Remarks

V. STRUCTURE DATA

1. Existing Structure:

Location UPRR Oxing
Type RCDG
Approach Roadway Width 20-22' **Shoulder Width** —
Length 197' **Width** 19.4'
To remain in place? yes

2. Proposed Structure:

Location Same

Approximate Size: Length 197' **Width** 24'

Are sidewalk/bikeways desired: No

Are any utilities to be attached to structure? N/A

Are provisions for illumination desired? No

Are there any unusual or complicating conditions? No

Remarks This project is to widen by removing existing guard rail and side mount flex beam on steel posts.

VI. RAILROAD DATA

1. Are there any railroad crossings? Yes X No ____

   Name of Railroad UPRR

   Existing Crossing Protection Oxing

2. Will existing railroad crossing be altered? No

   Remarks ____

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1. Citizen Involvement	Mayor J.M. Brockway Office
2. Environmental	Mayor J.M. Brockway Office
3. Public Hearing	Mayor J.M. Brockway Office

Remarks ____

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

   Applicant ____ State X Consultant ____

2. **Project construction engineering to be performed by:**

Applicant________ **State** X **Consultant**________

3. **Will applicant perform any work prior to or after award of contract?**
Yes________ **No** X
If "yes," describe briefly:________

4. **Applicant's estimate of cost for requested project:**

Roadway Work	**$**
Right-of-way costs (if participating)	
Traffic control	
Illumination	
Structures	58,000
Railroad	
Other Guard Rail	10,500
Preliminary engineering	10,000
PROJECT TOTAL	**$** 78,500

Remarks This project request to be matched by SCA funds. The City of North Powder accepted this structure from the State in very poor condition. The City requested the DOT commission to do something, but nothing has been done yet.

THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

CITY OF North Powder **and/or** N/A **COUNTY**

By J.M. Brockway
J.M. Brockway, Mayor
By North Powder City Council

By________
By________
By________

POWDER VALLEY SCHOOLS

Powder Valley Schools, District No. 8J
Box 10 North Powder, Oregon 97867 898-2244

February 28, 1983

Honorable J.M. Brockway, Mayor
P.O. Box 287
North Powder, OR 97867

Dear Mayor Brockway,

It has been brought to my attention by one of our bus drivers that the overpass on old highway 30 crossing the railroad tracks this side of the pole plant, is in bad need of repair.

We have students who live on the other side of this overpass and it is our responsibility to see that these children travel to and from school in saftly.

We urge you to see that the necessary repair is done as quickly as possible to avoid any danger to our students or anyone else traveling on that bridge.

Sincerely,

Dennis B Mills
Dennis B. Mills
Superintendent

akp

UNION PACIFIC RAILROAD COMPANY
OPERATING DEPARTMENT

R. J. LARKIN
SUPERINTENDENT
OREGON DIVISION

2525 N. LARRABEE
PORTLAND, OREGON 97227

February 23, 1983

D 9193-32-2

Honorable J. M. Brockway, Mayor
P. O. Box 287
North Powder, Oregon 97867

Dear Mayor Brockway:

The purpose of this letter is to call your attention to the deteriorated condition of the old State Highway 30 overcrossing of Union Pacific Railroad's main line track and right of way at M. P. 322.28, North Powder. It is my understanding this structure was turned over to the city for maintenance by the State Highway Department some years ago. This road may also be known locally as the Old Ice Plant Road or the Farm-Market Road.

An inspection of the overcrossing structure on February 16 indicated that several pieces of concrete had fallen on our right of way under the viaduct and one piece had fallen between the rails of the main track. These pieces ranged from approximately one inch to four inches in diameter. They appeared to have fallen from guardrail posts along the edge of the roadway at the top of the viaduct. Several of these posts which are approximately six inches square are completely gone with a single one-half inch rebar showing. All remaining posts are cracked, and many appear loose and ready to fall.

It does appear that a hazard exists which could result in railway equipment damage and/or personal injury.

I urgently request that the City of North Powder and/or the State Highway Department proceed to make necessary repairs so as to eliminate this potential safety hazard.

Recommend that the concrete guardrails be removed and replaced with metal posts and flex beam guardrails. I would appreciate being kept advised as to the progress in correcting this condition.

Yours very truly,

R J Larkin

R. J. Larkin
Superintendent

Powder Valley Land Co.
P.O. Box 328
North Powder, Or. 97867

Feb. 16,83

Dear Sir:

This letter is to inform you of the condition in which the viadock bridge,to the south of town on hiway #30, is becoming.

This bridge is of vital concern to our business, it is the means by which we ship all our material from our yard.

In the last year the condition has deterated greatly. The approaches are sinking and the railing is crumbling. The warning signes telling where the bridge railing starts rotted off this winter and are now on the ground.

We feel that the cost of reparing what is already there would be much less than to let it go unattended and in a few years the bridge would need to be replaced.

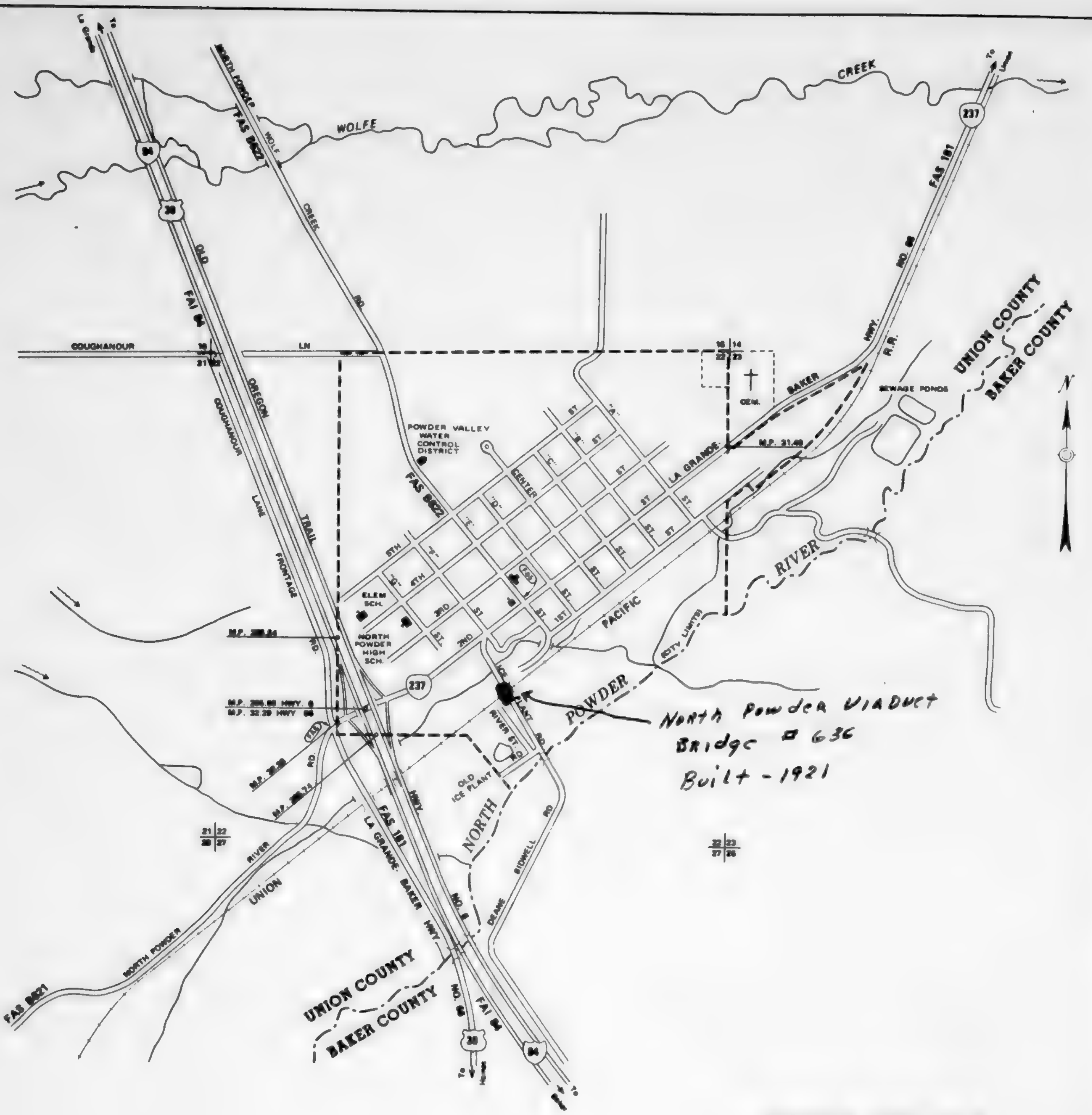
This bridge is a land mark to the town of North Powder and must be preserved.

Thank You

David B. Pieper

David B. Pieper - president

DP/jh


WOLFE
CREEK
NORTH POWDER
FAS B622
WOLFE CREEK RD.
FAS 181
NO. 66
BAKER HWY.
LA GRANDE
R.R.
UNION COUNTY
BAKER COUNTY
SEWAGE PONDS
N
COUGHANOUR LN
COUGHANOUR LANE FRONTAGE RD.
OLD OREGON TRAIL
FAI 84
POWDER VALLEY WATER CONTROL DISTRICT
CEM.
M.P. 31.49
CENTER
ST
"A" ST
"B" ST
"C" ST
"D" ST
"E" ST
"F" ST
"G" ST
5TH
4TH
3RD
2ND
1ST
ELEM SCH.
NORTH POWDER HIGH SCH.
PACIFIC
UNION
RIVER
NORTH POWDER RIVER
CITY LIMITS
M.P. 285.84
M.P. 285.60 HWY 6
M.P. 32.29 HWY 66
M.P. 285.74
237
ICE PLANT RD.
RIVER ST.
OLD ICE PLANT
LA GRANDE BAKER HWY. NO. 6
FAS 181
NO. 66
DEANE
BIDWELL RD
FAS B621
84
30
To La Grande
To Baker
To Haines
To Union
16 | 15
21 | 22
16 | 14
22 | 23
21 | 22
28 | 27
22 | 23
27 | 26

North Powder Viaduct
Bridge # 636
Built - 1921

T 6 S R 39 E W.M.

NORTH POWDER

UNION COUNTY, OREGON

Population 465

PREPARED BY THE
OREGON DEPARTMENT OF TRANSPORTATION
IN COOPERATION
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

Revised October 1979

LEGEND

- INTERSTATE NUMBERED ROUTE
- U S NUMBERED ROUTE
- STATE NUMBERED ROUTE
- TERMINATION OF FA SYSTEM
- DIVIDED HIGHWAY
- STREET OPEN FOR TRAVEL
- POST OFFICE
- SCHOOL
- ○ CITY CENTER
- CITY LIMITS
- PUBLIC AREA
- PUBLIC BUILDING
- COURT HOUSE
- CITY HALL
- ARMORY
- LIBRARY

SCALE

800 0 800 1600 2400 FEET

250 0 250 500 750 METERS

WAS

Copies of this map are available at nominal cost from Oregon Dept. of Transportation, Salem, Oregon 97310.

POWDER VALLEY SCHOOLS

Powder Valley Schools, District No. 8J
Box 10 North Powder, Oregon 97867 898-2244

February 28, 1983

Honorable J.M. Brockway, Mayor
P.O. Box 287
North Powder, OR 97867

Dear Mayor Brockway,

It has been brought to my attention by one of our bus drivers that the overpass on old highway 30 crossing the railroad tracks this side of the pole plant, is in bad need of repair.

We have students who live on the other side of this overpass and it is our responsibility to see that these children travel to and from school in saftly.

We urge you to see that the necessary repair is done as quickly as possible to avoid any danger to our students or anyone else traveling on that bridge.

Sincerely,

Dennis B. Mills

Dennis B. Mills
Superintendent

akp

UNION PACIFIC RAILROAD COMPANY
OPERATING DEPARTMENT

R. J. LARKIN
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC

2525 N. LARRABEE
PORTLAND, OREGON 97227

February 23, 1983

D 9193-32-2

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P. O. Box 287
North Powder, Oregon 97867

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Superintendent

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Feb. 16,83

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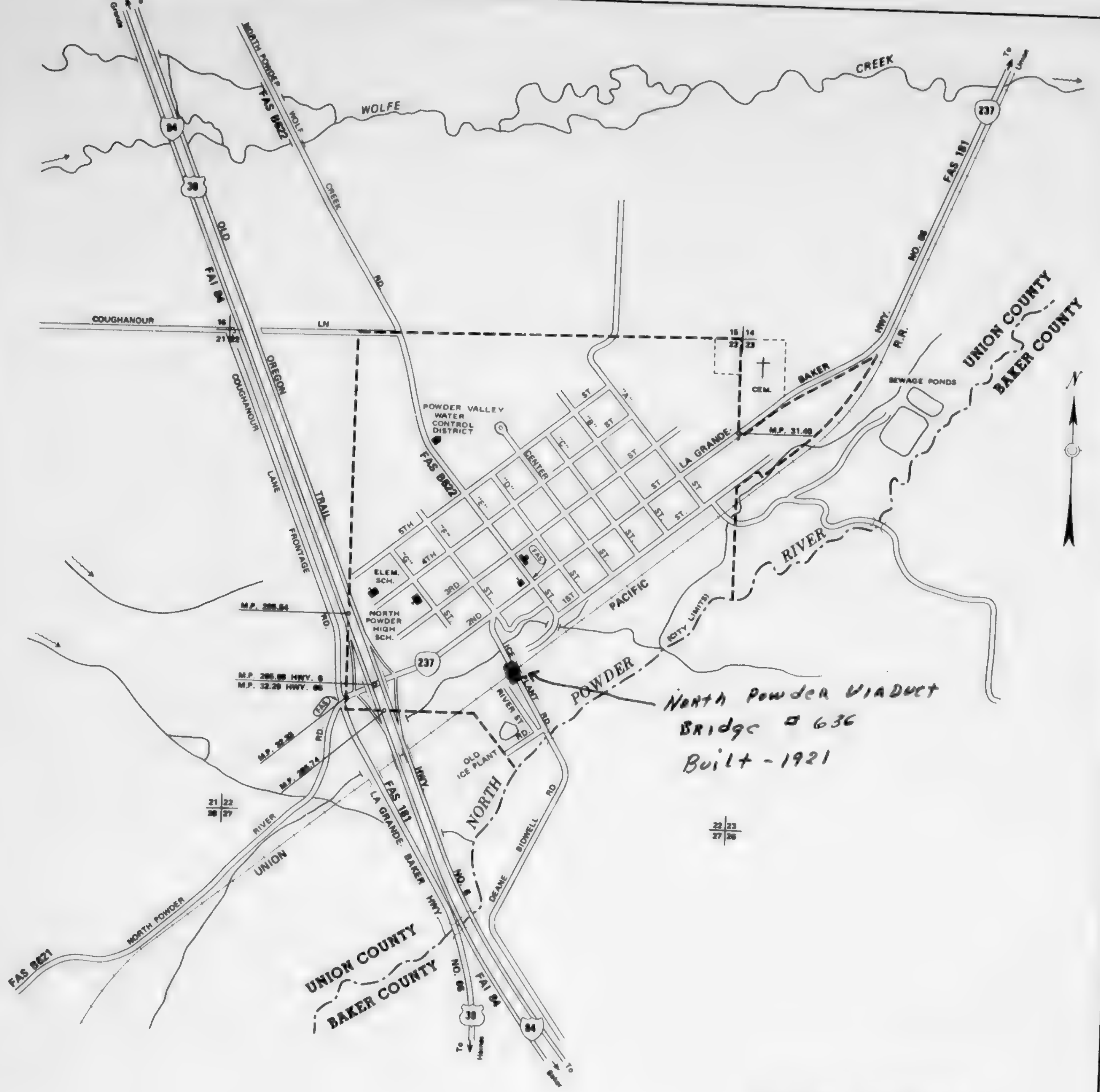
DP/jh


To La Grande
NORTH POWDER
FAS B622
WOLFE CREEK
84
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BIDWELL RD
DEANE
21 22 28 27
22 23 27 26
UNION
RIVER
NORTH POWDER
FAS B621
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To Haines
To Baker

North Powder Viaduct
Bridge # 636
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Copies of this map are available at nominal cost from Oregon Dept. of Transportation, Salem, Oregon 97310.

WAS

VICTOR ATIYEH
GOVERNOR

Department of Transportation
STATE HIGHWAY DIVISION

IN REPLY REFER TO
FILE NO

Region 5 Office

R. D. Hector
Region Engineer

P. O. Box 850 ... ... La Grande, Oregon 97850 ... ... Telephone 963-3177

November 5, 1982

Hon. James Brockway, Mayor
City of North Powder
City Hall
North Powder, Oregon

Dear Jim:

Quite some time ago, you appeared before the Department of Transportation Commission in Ontario requesting assistance in repairing the handrails on the UPRR O'xing. If I recall correctly, you made this request because the State gave this structure to the City of North Powder in a state of disrepair.

Apparently nothing is ever going to be done in assisting you with this repair; however, we do have a Highway Bridge Replacement Program which may provide some assistance. The funding of the program is 80% Federal and 20% local. We have no mechanism to provide any assistance with the match monies, but if you wish, you could apply for a Special City Allotment project of $25,000 which should provide ample funds for repair of the handrail.

The present sufficiency rating (SR) of bridge no. 00636, O'xing UPRR, is 70.3. It is anticipated the handrail repair and installation of modern guardrail will result in a SR of 80 or greater which will meet the general requirements of the program.

If you wish to have the structure considered for future funding, please confirm by letter. Your request will by no means obligate the City and you can make application for the SCA funds after the first of the year.

Sincerely,

Roger C. Lang
Roger C. Lang
Region Federal Aid Specialist

RCL:sh

cc W. J. Hart
Ken Husby

Form 734-3123

ROGRAM MANAGEMENT SECTION
DHM ☐ DES ☒ S
SHM ☐ MJK ☐ DNH ☐
NOV 8 1982

REFERRED TO ____________________
FOR ____________________
FILE: PM FA LG.

THE BOSS

8-17 - 1:45 P.M

Richard Dunn - Hiway Div.

I would like to visit with you re: our SCA application.

I am working at the Powder River Motel this afternoon.

Thanks

Jim Brockway

Mayor

Mr. Richard Dorn
Hway Div.

FEDERAL AID PROJECT REQUEST

Date

Applicant Agency City of North Powder

Request for: Off-System____, FAS-C____, FAUS____ Project HBR X

Federal Aid Route No. N/A **Route Name** Ice Plant Road

Project Name UPRR Oxing (North Powder Bridge Section)

Project Length 400' +/- **Project Location (Attach sketch map)**

Project Description Bridge repair

Average Daily Traffic 175-200 estimated **Design Speed** 30 mph

Complete Applicable Sections:

I. **ROADWAY DATA**

1. **Existing Roadway:** (Attach sketch)

Width 20-22' **Travel Lanes** 2 **Shoulders** ---

Medians none **Parking**

Sidewalks none

Remarks

2. **Desired Roadway Cross Section:** (Attach sketch)

Width **Travel Lanes** **Shoulders**

Medians **Parking**

Curbed **Length Curb Radii**

Sidewalk/Bikeway

Remarks Same as above. Replace antiquated wood rail with modern rail.

II. **RIGHT-OF-WAY DATA**

1. **Existing Right-of-Way:**

General Width 60' **Minimum** 60' **Maximum** 60'

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes____ No X

3. Will additional right-of-way be needed? Yes____ No X
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes____ No____
Remarks

III. **TRAFFIC CONTROL DATA**

1. **Existing Signalization and Location:**

N/A

2. **Proposed Signalization:**

Location N/A

Type
Phases
Type of Suspension
Interconnected
Remarks

3. **Permanent Signing:**

Include in project or by applicant? N/A

4. **Permanent Striping:**

Include in project or by applicant? N/A

IV. ILLUMINATION DATA

1. **Existing Illumination and Location:**

None

2. **Proposed Illumination:**

Location None
Type

Remarks

V. STRUCTURE DATA

1. **Existing Structure:**

Location UPRR Oxing
Type RCDG
Approach Roadway Width 20-22' **Shoulder Width** ---
Length 197' **Width** 19.4'
To remain in place? yes

2. **Proposed Structure:**

Location Same

Approximate Size: Length 197' **Width** 24'

Are sidewalk/bikeways desired: No

Are any utilities to be attached to structure? N/A

Are provisions for illumination desired? No

Are there any unusual or complicating conditions? No

Remarks This project is to widen by removing existing guard rail and side mount flex beam on steel posts.

VI. RAILROAD DATA

1. Are there any railroad crossings? Yes X No ____

Name of Railroad UPRR
Existing Crossing Protection Oxing

2. Will existing railroad crossing be altered? No

Remarks ____

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

		Office
1.	Citizen Involvement	Mayor J.M. Brockway
2.	Environmental	Mayor J.M. Brockway
3.	Public Hearing	Mayor J.M. Brockway

Remarks ____

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

Applicant ____ State X Consultant ____

2. Project construction engineering to be performed by:

Applicant__________ State X Consultant__________

3. Will applicant perform any work prior to or after award of contract?

Yes__________ No X

If "yes," describe briefly:__________

4. Applicant's estimate of cost for requested project:

Roadway Work	$
Right-of-way costs (if participating)	
Traffic control	
Illumination	
Structures	58,000
Railroad	
Other Guard Rail	10,500
Preliminary engineering	10,000
PROJECT TOTAL	$ 78,500

Remarks This project request to be matched by SCA funds. The City of North Powder accepted this structure from the State in very poor condition. The City requested the DOT commission to do something, but nothing has been done yet.

THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

CITY OF North Powder and/or N/A COUNTY

By JMBrockway
J.M. Brockway, Mayor

By North Powder City Council

By__________

By__________

By__________

PROJECT PROSPECTUS
PART 1 — PROJECT REQUEST

SEE INSTRUCTIONS ON REVERSE

KEY ID #

REGION 5

SECTION: UPRR O'Xing (North Powder) Bridge

STATE HIGHWAY # N/A	HIGHWAY NAME City Street	MILE POST FROM TO	LENGTH 400' ±
☐ URBAN ☐ RURAL	CITY North Powder	COUNTY Union	ROAD STREET NAME Ice Plant Road
ROUTE # N/A	FEDERAL AID # OS	APPLICANT (IF OTHER THAN STATE) City of North Powder	

COST ESTIMATES (000's)		
PRELIMINARY ENGINEERING		$ 10
RIGHT OF WAY		$
ROADWAY	$ 13.5	
STRUCTURES	$ 41.4	
SIGNALS	$	
ILLUMINATION	$	
TEMPORARY PROTECTION	$ 2	
	$	
40% ENGINEERING & CONTINGENCIES	$	
TOTAL CONSTRUCTION		$ 79.7
TOTAL ESTIMATE		$ 89.7

PROJECT DATA	
GRADING (✓)	
PAVING (✓)	X
STRUCTURES (✓)	X
SIGNING (✓)	
SIGNALS (✓)	
ILLUMINATION (✓)	
GUARDRAIL	X
ENVIRONMENTAL CLASS (1,2,3)	2
DESIGN CATEGORY (1-7)	7
WORK TYPE (1-12)	5

RIGHT OF WAY	
FILES (#)	
ACRES (#)	
RELOCATIONS (#)	
WORK BY STATE/CONSULTANT/APPLICANT	
PRELIMINARY ENGINEERING (S,C,A)	S
CONSTRUCTION ENGINEERING (S,C,A)	S
RIGHT OF WAY DESCRIPTIONS (S,C,A)	
RIGHT OF WAY ACQUISITIONS (S,C,A)	

CONSTRUCTION BY

☒ CONTRACT
☐ STATE FORCE
☐ CITY FORCE
☐ COUNTY FORCE
☐ OTHER

FINANCING/ PROGRAMMING	RECOMMENDED LETTING DATE (QUARTER/YEAR) 2 /84	RECOMMENDED FUNDING SOURCE Comb. HBR/SCA	RECOMMENDED PROGRAM YEAR 1984

RECOMMENDED PROGRAM REVISIONS

☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $
☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $

ITEM	EXISTING	PROPOSED
TRAVEL LANES (#)	2	2
STRUCTURES (#)	1	1
SIGNALS (#)		
BIKE PATH (Y/N)	N	N
AVERAGE DAILY TRAFFIC		
YEAR OF AVERAGE DAILY TRAFFIC	1983	

DEFINE THE PROBLEM

Severe deterioration of structure, handrails, surface deterioration on approaches and structure. Antiquated wood guardrail on approaches. Sub-standard width of 19' 4" is not adequate to handle farm vehicles and truck traffic. Also reported several chunks of concrete have falled onto UPRR R/W.

PROPOSED SOLUTION

Remove existing handrails, construct sidemount steel flex-beam w/channel handrail. Install modern guardrail w/anchor assembly. Overlay approaches and structures.

REQUESTED, REGION ENGINEER X	DATE 3-9-83			
APPROVED, ASST. HWY. ENG. FOR OPERATIONS X	DATE			
APPROVED, ASST. HWY. ENG. FOR ADMINISTRATION X	DATE	TRANSP. COMM. APPROVAL DATE	PROGRAM YEAR	FUNDING

734-1911 (7-82)

PROJECT PROSPECTUS
PART 1 — PR[illegible]CT REQUEST (Cont.)

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION
UPRR O'Xing (North Powder) Bridge

REGION
5

PROJECT JUSTIFICATION

This structure (Bridge No. 0636) was constructed in 1922 as part of the State Highway System. Upon completion of the North Powder-Baker Section of I-84, the structure and alignment of this section of the Old Oregon Trail (within City) was abandoned to the City of North Powder. This was accomplished under the terms of Agreement, dated December 12, 1967, on August 14, 1973.

Defects noted by State inspectors, as early as 1971, were not made prior to abandonment although repairs were recommended.

In October, 1979 Mayor Brockway appeared before the Transportation Commission in Ontario, asking for assistance in repairing the structure. The Commission directed the Region Engineer to inspect the structure which was done and report of condition was forwarded to Mayor Brockway with recommendations of repair. Repair to roadway surface at north end of bridge was done by the Division as a "Good Neighbor" policy. Also, Mayor Brockway appeared before a Joint Legislative Committee for Trade, Economic Development and Transportation on June 27, 1980 requesting the State to reassume jurisdiction of the structure. The State recommended the City approach Union County to see if the County would assume jurisdiction. Union County declined.

Ice Plant Road is being impacted by heavy and unusual traffic because of commercial operations in the vicinity of the old "Ice Plant". Joint funding is requested for this project as the City (population 430±) does not have adequate resources for funding.

It is felt this project falls within the scope of bridge rehabilitation and in consistent with FHWA and Division goals of maintaining and preserving the existing system.

ADMINISTRATION RECOMMENDATION

SPECIAL CITIES ALLOTMENT

RESOLUTION

WHEREAS, under the provisions of ORS 366.800 and 366.805, there has been withdrawn from state highway funds appropriated for allocation to the several cities of the State of Oregon the sum of Two Hundred Fifty Thousand and No/100 ($250,000) Dollars, and said sum has been set up in a separate account to be administered by the Oregon Transportation Commission and to be spent each year by said Commission upon streets not a part of the state highway system, within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual traffic; and

WHEREAS, the City of North Powder is an incorporated City of the State of Oregon and has a population of less than 5,000 as given by the latest official Federal census; and

WHEREAS, the following streets of said City, U.P.R.R. Viaduct (state bridge #636) on Old Ice Plant Road - Formerly Highway 30

are not a part or parts of the State Highway System, but are streets under the jurisdiction and control of said City which are "receiving excessive wear through sudden increase in population in the area or heavy and unusual traffic"; and

WHEREAS, said streets are and each of them is in need of repair, reconditioning, and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare, and resolve:

1. That the aforesaid named streets of said city are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or by heavy and unusual traffic.

3. That the Oregon Transportation Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Transportation Commission.

4. That the City of North Powder does hereby offer to Transportation Commission and does hereby pledge complete cooperation and assistance to the end that said City may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate the Mayor as the official representative of the City in all negotiations resulting from this request.

Passed and approved this 7th day of March, 19 83.

There is attached hereto and made a part hereof, a City map on which is indicated the street, streets, road, or roads described in this resolution.

* * * * * * * * *

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of North Powder at a regular or special meeting of said Council, held on the 7th day of March, 19 83, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 8th day of March, 19 83.

Judy Butler
City Recorder Judy Butler

Revised: 12/30/80

SPECIAL CITY ALLOTMENT (SCA) APPLICATION

CITY OF North Powder Date March 8, 1983

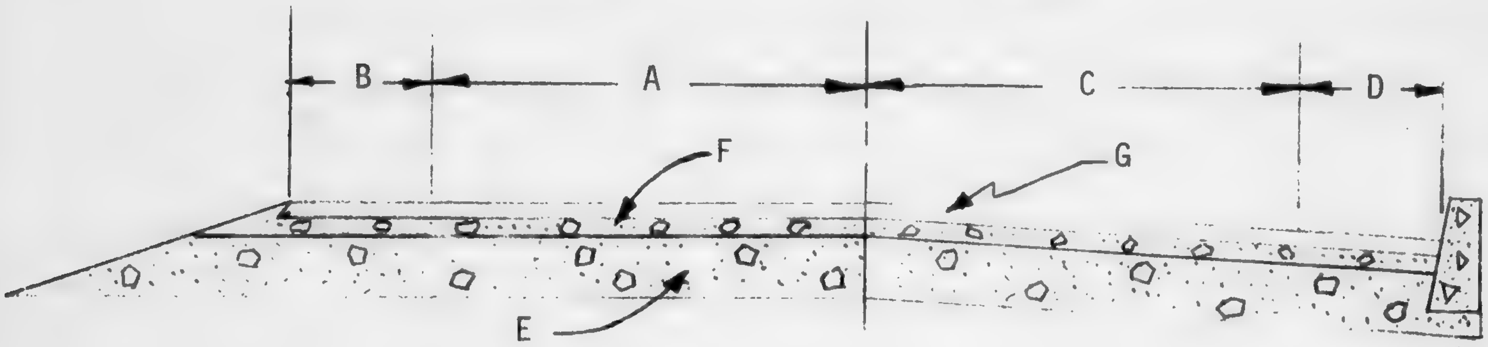
Street Name Ice Plant Road (From U.P.R.R. Viaduct)
(Locate project on attached map)

Project Length 400' +/- AVERAGE DAILY TRAFFIC Cars 100 (estimated) Trucks 75

ROADWAY PROJECT DATA

STREET SECTION:

TYPICAL SECTION



		EXISTING	RECOMMENDED MINIMUM*	PROPOSED
Uncurbed Street:	A - width of travel way:	___ Feet	12 Feet	___ Feet
	B - width of shoulders:	___ Feet	4 Feet	___ Feet
Curbed Section:	C - width of travel way:	___ Feet	12 Feet	___ Feet
	D - width of parking:	___ Feet	6 Feet	___ Feet
Base:	E - Base Course:	___ Inch	9 Inch	___ Inch**
	F - Leveling (Optional):	___ Inch	2 Inch	___ Inch**
Pavement:	G - Type: (Gravel, oil mat, or A.C.)	___		___
	Depth:	___ Inch	3 Inch	___ Inch

* Flexible; per SCA Agreement
** Not applicable (N/A) if overlay only is desired.

Site for disposal of excess excavated material: ___

DRIVEWAYS:

Construct as part of project? No N/A Yes ______ How Many? ____________________

Does City Ordinance specify width and number of driveways permitted? No X Yes ___

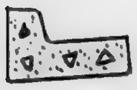
CONCRETE CURBS:

Construct as part of project N/A Now in place ________________

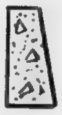
Width between present curbs: ____________________ Feet

Type of curbs desired? ____________________________

TYPE "A"



TYPE "C"



OTHER

SIDEWALKS:

Construct as part of project. No ______ Yes ______

Width	Length	Side of Street
_____Feet	_____Feet	North _____ East ______
_____Feet	_____Feet	South _____ West ______

Is utility strip required? No _____ Yes _____: Width: __________ Feet

Remarks ____

STORM SEWERS:

Construct as part of project ______________ Now in place ________________

Are they adequate for increased flow? No _____ Yes ______

Indicate depth of main lines from present surface: _____________ Feet

SANITARY SEWERS: (City to adjust if required)

Now in place? No _____ Yes _____

Depth of sewers from present surface: ___________ Feet

Remarks: ____

BRIDGE PROJECT DATA

1. Name of Bridge: U.P.R.R. Viaduct Bridge No. 636
2. Name of River or Stream: U.P.R.R. Viaduct
3. Does City wish a particular type of bridge design? No X Yes ____

   Type desired: ____
4. Roadway width of bridge: 20 - 22 feet
5. Width of sidewalks: on upstream N/A downstream N/A side of bridge?
6. Will detour be constructed and maintained by City? No

   By contractor? N/A
7. Construct approaches or connections? By City ____ By Contractor ____
8. Will old bridge remain in place? Yes Removed by City? ____

   By Contractor? ____ Salvaged for future use? ____
9. Lightpost bases and conduit installed? No X Yes ____
10. Will any of the following utilities be attached to this structure?
    - a) Water Mains: No X Yes ____ Size ____
    - b) Sanitary Sewer Mains: No X Yes ____ Size ____
    - c) Storm Sewer Mains: No X Yes ____ Size ____
    - d) Gas Mains: No X Yes ____ Size ____
    - e) Power Lines: No X Yes ____
    - f) Telephone Lines: No X Yes ____
    - g) Other Utilities? None
11. Remarks: ____

GENERAL INFORMATION:

RIGHT-OF-WAY: (City shall, without cost to State, provide all right-of-way required)

Width of present right-of-way: 60 feet

Additional right-of-way required? No X Yes ____

WATER MAINS: (City to adjust if required)

Now in place? No X Yes ____ How deep from present surface? ____ feet

Remarks No water mains or gas mains in this area.

FRANCHISED UTILITIES: (City is to arrange for any required adjustment)

Gas lines? No X Yes ____ Company? ____

Electric Poles? No X Yes ____ Company? ____

Telephone Poles? No X Yes ____ Company? ____

Railroad tracks? No ____ Yes X Company? Union Pacific Railroad

Is crossing presently protected by automatic railroad signals? No X Yes ____

FUNDING: Are City funds available to Supplement project? No X Yes ____

If Yes, estimated amount ____.

Remarks: This project is to repair existing bridge and to replace antiquated wood railing on approaches to bridge.

General remarks: This bridge was turned over to the City of North Powder in very poor condition. A request was made in 1979 that Oregon DOT repair this structure before the City could accept it. Nothing has been done.

By J M Brockway
Mayor J. M. Brockway

By Judy Butler
City Recorder Judy Butler

By ____
City Administrator or City Engineer

rll

U. S. DEPARTMENT OF TRANSPORT ON
FEDERAL HIGHWAY ADMINISTR ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO.
BHOS-3101(1)

2. STATE PROJECT NO.
See Below

2A. COUNTY NAME
Union

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO.
30167

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE
11/22/83

8. FEDERAL ROUTE NUMBER
Non Federal-aid

9. STATE ROUTE NUMBER
City Street

10. GENERAL LOCATION:
UPRR O'Xing (North Powder) Section

11. GENERAL DESCRIPTION OF WORK
Bridge Rehabilitation

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ XX CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

As requested in Mr. Potter's letter of 11/21/83 you are now authorized to proceed with actions necessary to advance to completion the physical construction provided for by the above project at a total estimated cost of $85,500. Regular Federal-aid matching ratio, appropriation code 114 in amount of $68,400 and increased Federal share (PL 97-424 Section 145) appropriation code 11R in amount of $17,100 in accordance with the approved Certification Acceptance Plan. If you subsequently find that exceptions to the procedure will be needed or that your proposed design standards are lower than the minimum design as approved, this office should be notified of such proposed exceptions and reasons thereof.

I accept the certification of Mr. Rod Henry dated 11/18//83 that provisions of FHPM 7-5-1 have been complied with.

RECEIVED
STAT[illegible] ENGR
DEC [illegible] '83
REFER TO
Potter
FOR
Info

14. DATE
11/22/83

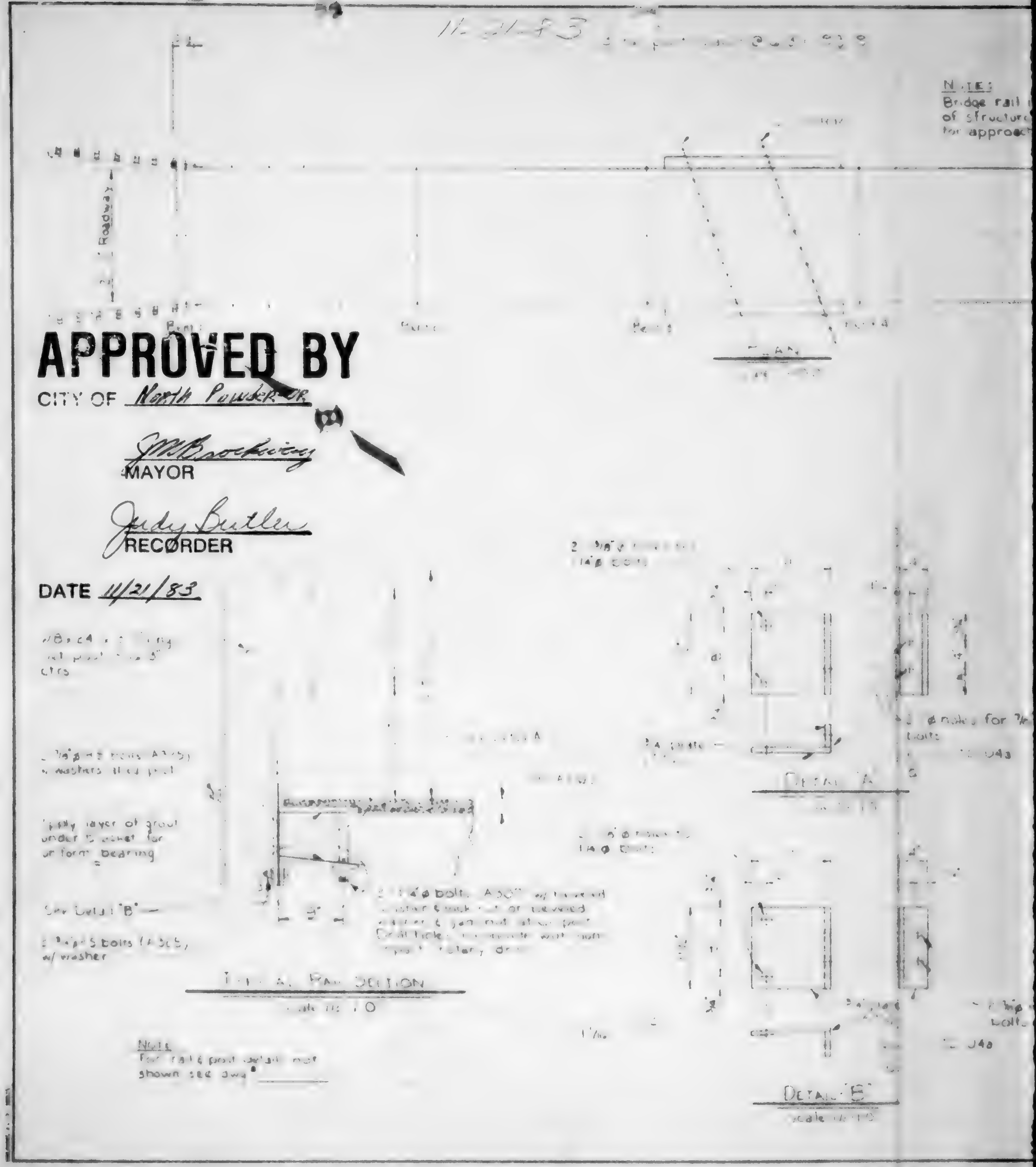
15. SIGNATURE OF APPROVING OFFICIAL
G. K. Hossner

16. TITLE
for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

7716

11-21-83



Roadway
Bent
Bent
Bent
Bent 4
PLAN
NOTE:
Bridge rail
of structure
for approach
Detail "A"
Detail "B"
Typical Rail Section
1/4" ø bolts
ctrs
washers
layer of grout
uniform bearing
See Detail "B"
w/ washer
Note
For rail & post details not
shown see dwg#
ø holes for
bolts

APPROVED BY

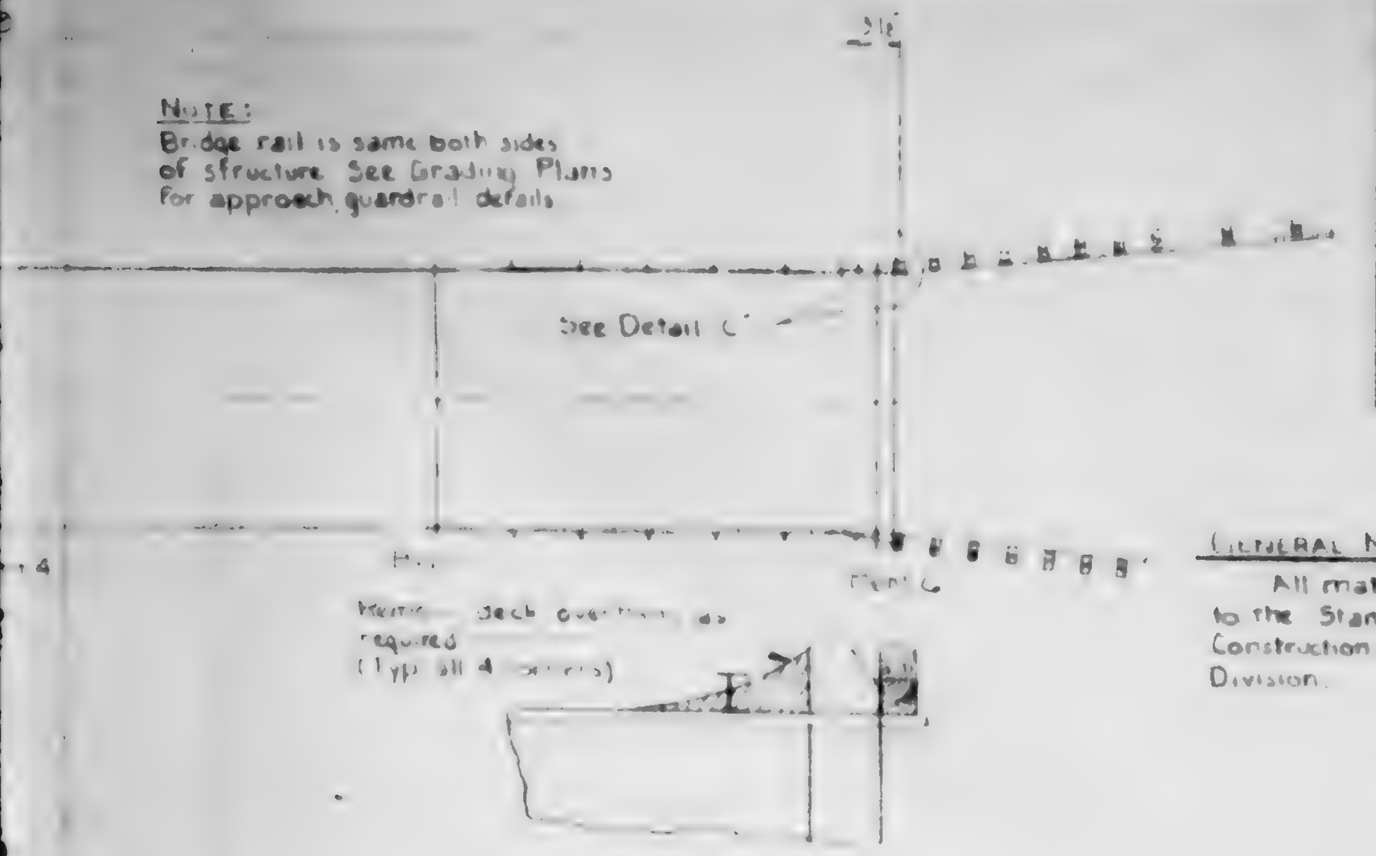
CITY OF North Powder, OR

J M Brockway
MAYOR

Judy Butler
RECORDER

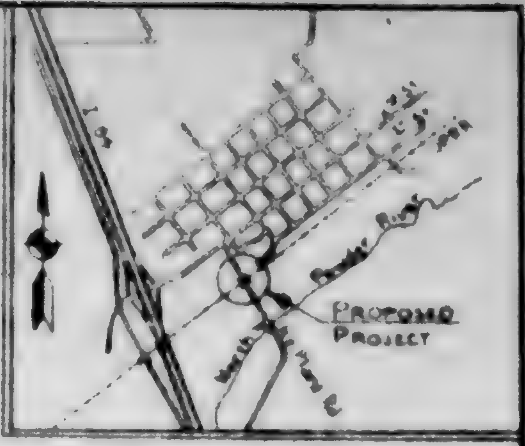
DATE 11/21/83

REG


3½"
See Detail "C"
Remove deck overhang as required (Typ all 4 corners)

NOTE:
Bridge rail is same both sides of structure. See Grading Plans for approach guardrail details

DETAIL "C"

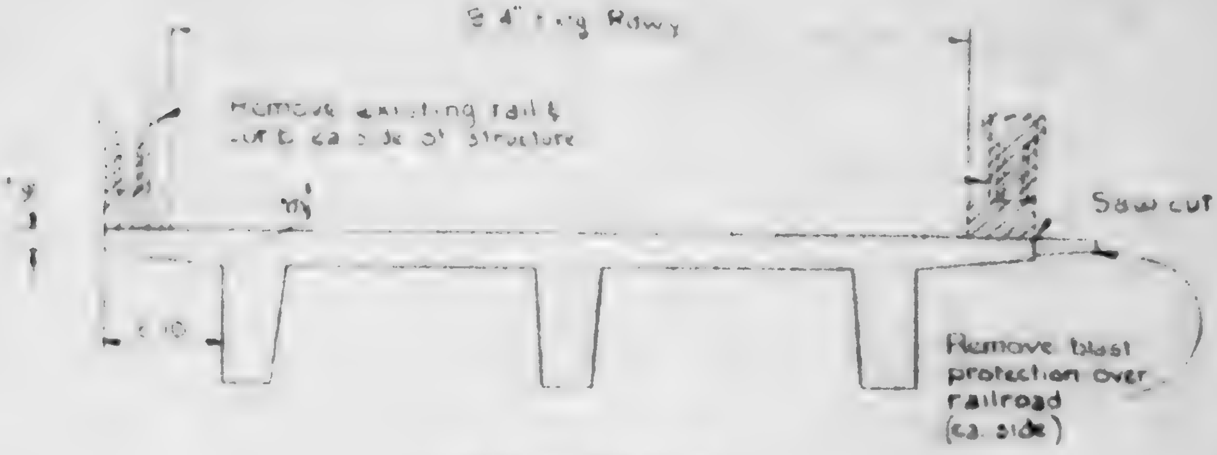

PROPOSED PROJECT
Powder River

VICINITY MAP

GENERAL NOTES

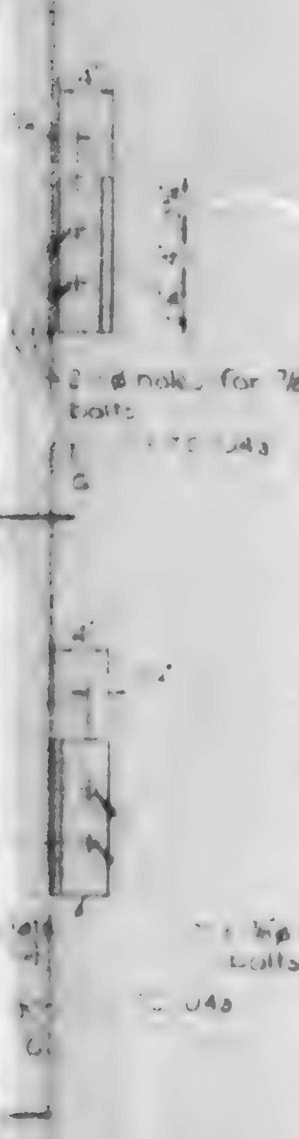
All material and workmanship shall conform to the Standard Specifications for Highway Construction of the Oregon State Highway Division.

ADVANCE PLANS
JUL 28 1983
DO NOT SCALE
DO NOT USE FOR CONSTRUCTION


Remove existing rail & curb ea. side of structure
Saw cut
Remove blast protection over railroad (ea. side)

DECK SECTION

Scale ⅜"=1'-0"


2 ⌀ holes for ⅞ ⌀ bolts
Slip holes for ¾ ⌀ bolts

NOTE:
All material shall be hot dipped galvanized after fabrication

Accompanied by dwgs # 33258. For Information only dwg. # 1512, 1513, 1514, and 1528.

APPROVED
BRIDGE ENGINEER
DESIGNED OMP
DRAWN J. Silbernagel.
CHECKED
REVIEWED
REVIEWED
CALC BOOK

DATE	REVISION

OREGON DEPARTMENT OF TRANSPORTATION
BRIDGE DESIGN SECTION

NORTH POWDER OVERCROSSING
CITY OF NORTH POWDER
UNION COUNTY

RAIL REPLACEMENT

DATE July 1983
BRIDGE NO 636A
SHEET 1 OF 2
DRAWING NO 38666

PROGRAM SECTION
MANAGER ------- PROJECT UNIT --------
NOV 25 1983
MAN. ASSIST. -------- PROGRAM UNIT--------
REFER TO --
FOR --

Section UPRR O'Xing (North Powder) Programming Estimate $

Highway Co. Rd. (Ice Plant Rd.) Project Length 0.13 mi.

County 9746 UNION 11-3483 Completion Time May 31, '84

Kind of Work Rail Replacement Est. Comp. Date May 31, '84

Prefix 37-1451 Letting Date Dec. 15, '83 Project No. BHOS-3101(1)

Received 11-18-83
W.G.M. 9:15 AM

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount		$ 72,388.00
Anticipated Additional Items:		
Royalty Payment.		
Permit Fees		
Slide Correction		
Railroad Protective Costs	4,000	
Other Railroad Costs		
Permanent Signing		
Permanent Pavement Striping.	1,500	
Temporary Pavement Striping.		
Remove Pavement Striping (Exist. & Temp.) . . .		
Temporary Erosion Control		
State Furnished ______		$ 7,500.00
Roadside Seeding & Mulching		
Asphalt Cement Adjustment		
On the Job Trainees ($0.80 x ____ hrs.)		
State Responsibility for Damages.	1,000	revised 11-10-'83
Signal Controller Testing		
"OPTICOM" Testing		
Bikeway Signs		
Bikeway Striping & Legend		
______		
Chip and patch column concrete	1,000	
______		
______		
______		
Adjust Utilities:		
______		
______		
Subtotal		$ 79,888.00
Contingencies (4-1/2%)		3,594.96
Engineering (~~8~~, ~~9~~, [✓ 10%])		7,988.80
~~Subtotal~~		$
Credit for ______		
Estimated Net Authorization, Construction		$ 91,471.76

APPROVED

C H Westerg
Road Design Engineer

APPROVED
FINAL DESIGN ENGR.

Rec'd 11-21-83
RLW

Rev. 11/81

OREGON STATE **HIGHWAY DIVISION**

Section UPRR O'Xing (North Powder)		County UNION	Sheet 1 of 1
Kind of Work Rail Replacement	Length 0.13 mi.	Date 9-9-'83	Name Bricher

No.	Item	Code	Unit	Quant.	Unit Cost	Total
1	Mobilization		All	All	-	5,000-
2	Temporary Protection and Direction of Traffic		All	All	-	1,500-
3	Temporary Signs		Sq. Ft.	113	6-	678-
4	Temporary Barricades		Each	4	90-	360-
5	Temporary Concrete Barriers		Lin. Ft.	300	17-	5,100-
6	Moving Temporary Concrete Barriers		Lin. Ft.	300	3-	900-
7	Temporary Plastic Safety Markers		Each	10	70-	700-
8	Flagmen		Hour	600	15-	9,000-
	ROADWORK					
9	Removal of Structures and Obstructions		All	All	-	2,000-
10	Class "B" or Class "C" Asphalt Concrete		Ton	55	46-	2,530-
11	Guard Rail, Type 2		Lin. Ft.	900	11-	9,900-
12	Guard Rail, Type 3		Lin. Ft.	100	30-	3,000-
13	Guard Rail Anchors, Type 1		Each	4	350-	1,400-
14	Rail End Pieces, Type C		Each	4	80-	320-
	STRUCTURE					
15	Bridge Removal Work		All	All	-	10,000-
16	Two Tube Steel Railing		Lin. Ft.	400	50-	20,000-

734-1736 (8-81)

Section

Highway Co. Rd. (Ice Plant Rd.) Project Length 0.13 mi.

County 9746 UNION Completio. Time May 31, '84

Kind of Work Rail Replacement Est. Comp. Date May 31, '84

Prefix 37-1451 Letting Date Dec. 15, '83 Project No. BROS-3101(1)

Rcvd 11/14/83 @ 2:55 PM

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount . . . . $ 67,138.00

ROUTING SLIP—DEPT. OF TRANSPORTATION Date: 11-14-83

- Director
- Asst. Dir.-Administration
- Accounting (Highway)
- Administrative Services
- Aeronautics
- Bridge
- Chief Counsel
- Commission Services
- Construction
- Data Processing (Trans. Bldg.)
- Employee Development
- Engineering (Design)
- Environmental
- Equipment Shops & Storeroom
- Finance (DOT)
- FHWA
- General Files
- Industrial Engineers
- Information Systems
- Labor Relations
- Landscape
- Library
- Location
- Mail Room
- Maintenance
- Materials & Research
- Motor Vehicles
- Organization & Manpower Services
- Parks & Recreation
- Permits & Weighmaster
- Personnel Operations
- Photocopy
- Policy & Planning
- Project Management & Operations Planning
- Public Affairs
- Public Transit
- Radio
- Records Management
- Right of Way
- Safety & Health Services
- Sign Shop
- State Highway Engineer
- Technical Services Eng.
- Traffic Signal Unit
- Traffic
- Travel Information
- Utilities
- ~~Metropolitan~~
- [✓ Region Number 5]
- District Number
- Resident Engineer

ATTENTION: Roger Lang

FROM: Loc. Prog.

COMMENTS: State will pay the match on this project. Bid for Jan. 19, 1983.

Form 731-0022 (8-81) SP*88790-734

4,000 ok

1,500 ok

1,000 NP

1,000 ok

$ 7,500.00

Subtotal $ 74,638.00

Contingencies (4-1/2%) 3,358.71

Engineering (~~8~~, ~~9~~, [✓ 10%]) 7,463.80

~~Subtotal~~ $

Credit for . . . .

Estimated Net Authorization, Construction . . . . $ 85,460.51

APPROVED

Road Design Engineer

Rev. 11/81

Section UPRR O'Xing (North Powder) Programming Estimate $

Highway Co. Rd. ([illegible]e Plant Rd.) Project Length 0.13 mi.

County UNION Completion Time May 31, '84

Kind of Work Rail Replacement Est. Comp. Date May 31 '84

Prefix 37-1451 Letting Date Dec. 15, '83 Project No. BHOS-3101(1)

Rec'd 11/9/83 @ 2:55 PM J.C.

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount . . . . $ 67,138.00

Anticipated Additional Items:

Royalty Payment			$ 7,500.00
Permit Fees			
Slide Correction			
Railroad Protective Costs	4,000	ok	
Other Railroad Costs			
Permanent Signing			
Permanent Pavement Striping	1,500	ok	
Temporary Pavement Striping			
Remove Pavement Striping (Exist. & Temp.)			
Temporary Erosion Control			
State Furnished ______			
Roadside Seeding & Mulching			
Asphalt Cement Adjustment			
On the Job Trainees ($0.80 x ____ hrs.)			
State Responsibility for Damages	1,000	NP	
Signal Controller Testing			
"OPTICOM" Testing			
Bikeway Signs			
Bikeway Striping & Legend			
______			
Chip and patch column concrete	1,000	ok	
______			
______			
______			
Adjust Utilities:			
______			
______			

Subtotal $ 74,638.00

Contingencies (4-1/2%) 3,358.71

Engineering (~~8~~, ~~9~~, [✓ 10%]) 7,463.80

~~Subtotal~~ $

Credit for ______ . . . .

Estimated Net Authorization, Construction . . . . . $ 85,460.51

APPROVED

______

Road Design Engineer

Rev. 11/81

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE HIGHWAY DIVISION

Section: UPRR O'Xing (North Powder)	unty: UNION	Sheet 1 of 1.	
Kind of Work: Rail Replacement	Length: 0.13 mi.	Date: 9-9-'83	Name: Bricher

No.	Item	Code	Unit	Quant.	Unit Cost	Total
1	Mobilization		All	All	-	5,000-
2	Temporary Protection and Direction of Traffic		All	All	-	1,500-
3	Temporary Signs		Sq. Ft.	113	6-	678-
4	Temporary Barricades		Each	4	90-	360-
5	Temporary Concrete Barriers		Lin. Ft.	300	17-	5,100-
6	Moving Temporary Concrete Barriers		Lin. Ft.	300	3-	900-
7	Temporary Plastic Safety Markers		Each	10	70-	700-
8	Flagmen		Hour	300 ~~250~~	15-	3,750-
	ROADWORK					
9	Removal of Structures and Obstructions		All	All	-	2,000-
10	Class "B" or Class "C" Asphalt Concrete		Ton	55	46-	2,530-
11	Guard Rail, Type 2		Lin. Ft.	900	11-	9,900-
12	Guard Rail, Type 3		Lin. Ft.	100	30-	3,000-
13	Guard Rail Anchors, Type 1		Each	4	350-	1,400-
14	Rail End Pieces, Type C		Each	4	80-	320-
	STRUCTURE					
15	Bridge Removal Work		All	All	-	10,000-
16	Two Tube Steel Railing		Lin. Ft.	400	50-	20,000-

734-1736 (8-81)

October 28, 1983

City of North Powder
City Hall
North Powder, OR 97867

AGR 4

Attention: Karen-Lee Heselton
City Recorder

MISC. CONTRACTS and
AGREEMENTS No. 72

Gentlemen or Ladies:

Attached for your files is a fully executed copy of an agreement for repairing the UPRR Overcrossing (Ice Plant Road) Bridge, Bridge No. 636.

We are retaining a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
Attachment

bc: Gary Potter (agree. att.)

CON 14.2

7

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

September 23, 1983

In Reply Refer to
File No.: AGR

The Honorable Jim Brockway
Mayor, City of North Powder
City Hall
North Powder, OR 97867

7

I am pleased to report to you that the Transportation Commission at its meeting on September 20 approved the use of State Funds to match Federal Highway Bridge Replacement Funds for the corrective work needed for the UPRR O'xing (Ice Plant Road) Bridge in Union County.

We will proceed to develop final plans, specifications, and contract the work. In the meantime, we will prepare a project agreement that specifies the work to be done.

The agreement will be submitted for your approval through our Region office.

I appreciate your working with our staff on this project.

/s/ ESH
H. S. Coulter, P.E.
State Highway Engineer

cc: Senator Mike Thorne

bc: Fred D. Miller
Robert W. Gormsen
R. N. Bothman
E. S. Hunter
W. E. Schwartz
W. J. Hart
G. A. Potter
R. D. Hector

GAP:bkb RNB:lb:WES:ji

MIKE THORNE
UMATILLA, UNION AND WALLOWA COUNTIES

REPLY TO ADDRESS INDICATED:
☐ Senate Chamber
Salem, Oregon 97310
☒ Holdman Route, Box 505
Pendleton, Oregon 97801

OREGON STATE SENATE
SALEM, OREGON
97310

September 9, 1983

Mr. Fred Miller
Director, Oregon Department of Transportation
Transportation Building
Salem, Oregon 97310

Dear Fred:

I appreciate your efforts regarding the North Powder Overcrossing (your File No. PRO-3) and your attention to Mayor Brockway's request.

I have also received correspondence from the City of North Powder indicating that they appreciate your efforts, although some matters are still in question. I realize that continued cooperation will be necessary to bring a resolution to the situation at hand. Your help is greatly appreciated and please contact me if I may assist further.

Sincerely,

Mike

Mike Thorne
State Senator
MT:kr

cc: Mayor Brockway, City of North Powder

NOTED
H.S. COULTER

RECEIVED
STATE HWY ENGR
SEP 14 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

FRED MILLER

RECEIVED
DOT DIRECTOR
SEP 14 '83
REFER TO
Coulter
FOR

Info	Inves	R/D	D/R	Sign	Act	File
✓						

DATE: September 15, 1983

TO: Oregon Transportation Commission

PRO

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: North Powder Overcrossing (UPRR)
City of North Powder
Union County

On the consent calendar for consideration at your September 20 meeting will be a request to authorize use of $15,400 in State funds to match a Highway Bridge Replacement project in North Powder. Total estimated cost is $77,000.

This structure was on the old State highway and was transferred to North Powder when the freeway was completed. The roadway was patched prior to the transfer, but no work was done on the structure. The bridge was built in the 20's and now needs the proposed corrective work. The City does not have any available funds. I believe it appropriate that we provide the match to make the necessary repairs.

Your concurrence is requested.

HSC:st

bc Fred D. Miller
R. W. Gormsen
Robert N. Bothman
E. S. Hunter
W. E. Schwartz
W. J. Hart
Gary Potter
R. D. Hector
D. E. Swan
Roger Trygstad

STATE OF OREGON **INTEROFFICE MEMO**
HIGHWAY ADMINISTRATION PRO

RECEIVED
STAT HWY ENGR
AUG 23 '83
REFER TO

Info	Inv				

TO: H. S. Coulter
State Highway Engineer

DATE: August 22, 1983

FROM: Robert N. Bothman
Assistant State Highway Engineer

SUBJECT: North Powder O'Crossing (UPRR)
City of North Powder
Union County

NOTED
H. S. COULTER

The subject structure is proposed for consideration under the HBR-OS Program.

This structure was built in the early 1920's on the state highway system. It was transferred to the City of North Powder in 1973 when the freeway was completed. No work was done to the structure prior to its relinquishment.

The structure's concrete railing is in need of repair. Concrete has spalled from the rail and has fallen onto the Union Pacific right-of-way. The approaches have settled 2-3 inches.

Normally the City of North Powder would be required to provide the 20 percent match on this HBR project. Estimated cost of the work is $77,000 so the City's match would be $15,400. The City has stated that they do not have the required match and further, they believe the Highway Division should have made repairs to the structure before it was transferred to them.

Five alternatives appear possible:

(1) Do nothing. This obviously would not be acceptable.

(2) The City could waive their match until September 1984 under provisions of Section 145 of the 1982 STAA. They would then have to repay the match or have their share of the State Tax Street fund reduced until the match was repaid with interest.

(3) The City could provide the match through a combination of City and local business funds. This is an unlikely source since North Powder has a population of less than 500 with no large businesses.

(4) The local match could be provided through the SCA program in 1984, provided the project was a successful candidate in competition with all other proposed SCA projects.

RECEIVED
ASST STATE HWY ENGR
SEP 2 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

9-1
Bob. — What is your reaction to these comments? Was not suggestion or response to Mike Thorne more along the lines of Alt. 4?

Contains Recycled Materials

(5) The State could provide the match in recognition that the structure should have been repaired prior to relinquishment.

I recommend Alternative No. 5 and suggest that you request the Commission's approval to use State funds for this work. A suggested draft to the Commission is attached.

DES:pf RNB:lb
Attachment

cc: E. S. Hunter
W. E. Schwartz
G. A. Potter
W. J. Hart
R. D. Hector
R. Trygstad
D. E. Swan

4

Scott - I recommend alternate ③ the SCA option.

I have reviewed the SCA selection criteria with Don Harwell & Buzz Swan. Although the initial evaluation & point assignment is slightly technical, final evaluation is very non-techical and the final selection is somewhat political in that each Region receives two projects, regardless of the previous evaluations. I have seen the technical evaluation & point assignment for this project. There was no consideration given to economic development which is supposed to be considered in all project selection. There is a new mill being built just S. of the bridge. If some points were given for economic development, I think the project could qualify for an SCA grant.

not true

not always true

none to the other

(over)

If we go this route, we should go through the regular process and award the grant through routine Commission action in November. At the same time we should request an HBR-OS project for N. Powder. - already requested & approved except for financing.

I think this is the best way to go because we would not be acknowledging that our original action was improper & we would not set ourselves up for future repair projects on this bridge. Further, we would not be establishing a precedent for other small cities with similar problems to use against us.

97416

OREGON STATE HIGHWAY DIVISION
120 DOT Building
Salem, Oregon 97310

Highway # 2031
Union Co.

Attention: Right-of-Way Section

Subject: Federal Aid Project No. ____________ Prefix ____________

Project Name U.P.R.R. O'xing (Ice Plant Rd)
Br. #636

Regarding the above referred to federal aid project, we hereby certify that to the best of our knowledge and belief:

A. Existing Right-of-Way

☒ 1. All construction can be accomplished completely within the existing right-of-way. This existing right-of-way was acquired prior to January 2, 1971.

B. New Right-of-Way

☐ 1. This project required additional right-of-way purchased after January 2, 1971. Right-of-way, easements, or rights-of-entry required for this project have been secured in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and all incidental charges related to the transfer of property will be paid by the city in accordance with said Act.

☐ a. There has been no displacement of persons from residences, farms or businesses.

OR

☐ b. There has been displacement of persons from either residences, farms or businesses and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, displaced persons, businesses, or farm operations have been provided relocation payments, if eligible, and relocation assistance. Displaced individuals or families have been relocated to decent, safe and sanitary housing or have been offered decent, safe, sanitary and fair housing immediately available on the open market.

C. Utilities

☒ 1. The occupancy and/or adjustment of existing utilities within the right-of-way of the above referred to federal aid project have been authorized by permit, franchise, or other approved procedure.

Signed at N. Powder, Oregon, this 12 day of Sept, 1983

City of North Powder

J.M. Broadway
Mayor

Judy Butler
City Recorder

Certified By:

Regional Right-of-Way Supervisor
Date 9-16-83

Instructions: Complete A or B and C

HIGHWAY ADMINISTRATION PRO

H. S. Coulter
State Highway Engineer

August 22, 1983

Robert N. Bothman
Assistant State Highway Engineer

North Powder O'Crossing (UPRR)
City of North Powder
Union County

The subject structure is proposed for consideration under the HBR-OS Program.

This structure was built in the early 1920's on the state highway system. It was transferred to the City of North Powder in 1973 when the freeway was completed. No work was done to the structure prior to its relinquishment.

The structure's concrete railing is in need of repair. Concrete has spalled from the rail and has fallen onto the Union Pacific right-of-way. The approaches have settled 2-3 inches.

Normally the City of North Powder would be required to provide the 20 percent match on this HBR project. Estimated cost of the work is $77,000 so the City's match would be $15,400. The City has stated that they do not have the required match and further, they believe the Highway Division should have made repairs to the structure before it was transferred to them.

Five alternatives appear possible:

(1) Do nothing. This obviously would not be acceptable.

(2) The City could waive their match until September 1984 under provisions of Section 145 of the 1982 STAA. They would then have to repay the match or have their share of the State Tax Street fund reduced until the match was repaid with interest.

(3) The City could provide the match through a combination of City and local business funds. This is an unlikely source since North Powder has a population of less than 500 with no large businesses.

(4) The local match could be provided through the SCA program in 1984, provided the project was a successful candidate in competition with all other proposed SCA projects.

(5) The State could provide the match in recognition that the structure should have been repaired prior to relinquishment.

I recommend Alternative No. 5 and suggest that you request the Commission's approval to use State funds for this work. A suggested draft to the Commission is attached.

DES:pf RNB:lb
Attachment

cc: E. S. Hunter
W. E. Schwartz
G. A. Potter
W. J. Hart
R. D. Hector
R. Trygstad
D. E. Swan

STATE OF OREGON
Highway Division

INTEROFFICE MEMO
PRO

TO: Memo to File

DATE: August 17, 1983

FROM: Donald N.
Donald N. Harwell, County/City Coordinator
Program Management

SUBJECT: North Powder (X'ing of UPRR)
City of North Powder
HBR-OS (Br. #0636)

On August 15, Mayor Jim Brockway, North Powder, visited this office to discuss the matter of replacing the handrail on the North Powder O'xing (UPRR) by utilizing HBR-OS funds. Mayor Brockway indicated that the City of North Powder had no match money and was looking to State for any help or revenue available to match the FA money available (need 20% or $15,400) for said project estimated to cost $77,000 w/80% Federal-Aid funded.

Several alternatives or options were mentioned as discussed ie:

1. SCA program for 1984.
2. Motor Vehicle Revenue-extended payments.
3. Deferred FA payments - Section 145 of STAA.
4. State (OSHD) revenues to bring structure to suitable standard.
5. No build.

Based on the foregoing and the past discussion between City Officials & other parties, it appears the most viable alternate (#4) would be for OSHD to finance the match portion of project by bringing the facility to standard. I believe if this approach were taken we should attempt to obtain an agreement with City to share the match portion by whatever means they have of raising 50% of the 20% needed for the project. In discussion with the Mayor, he indicated they may raise some revenue from interested parties. In any event it does not appear that the project will be ready for the September '83 Bid Letting. The City has taken all the necessary steps by working with Senator Thorne's Office, the ODOT and Highway Administration.

The City has been fully informed of the alternate possibilities of financing by Region 5 representatives and are prepared to do whatever they can to move the project in a forward manner as new industry is locating in the immediate area and is desirous of the improvement as is the School District and farming industry.

The matter has been referred to Administration for final decision as to what action is desired.

DNH:bkb
cc: ✓R.N. Bothman
G.A. Potter

17-16

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION

August 15, 1983

In Reply Refer to
File No.:

PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: Project Data Submission
Item No. 30167
Project No. BHOS-3101(1)
UPRR O'Xing (North Powder) Section
Union County

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for this project September 22, 1983.

Also, attached is a copy of the August 8 Interoffice memo by John H. Wood, Highway Division Structure Maintenance Engineer, concerning the sufficiency rating of the structure after the proposed project is accomplished.

DRH:pf
Attachments

cc: R. D. Hector, Region 5
H. Reynoldson, w/attach.
General Files

734-1839

Budget Bureau No. 41-R2067; Approval Ex

U.S. DEPARTMEN
BUREAU O

FEDERAL-AID PROGRAM DATA

(PPM 21-1)

FORM PR-1
(REV. 4-61)

MONTHLY TRANSACTION NO.			
DATE SUBMITTED TO W. O.	8-15-83		

CARD 2	REPORT NUMBER	PROJECT LOCATION (45 typewriter spaces) City St., UPRR O'Xing (North Powder)	ADT	PRESENT 200 30 DHV	FUTURE ----	YEAR --	REGION 10	STATE NAME Oregon
								STATE CODE 41

CARD 3	CHARACTER OF PROPOSED WORK (35 typewriter spaces) Bridge Rehabilitation	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S) BHOS	NUMBER 3101
										SEQ. NO. (1)

CARD 4	CLASS OF FEDERAL FUNDS Bridge Replacement (Optional 20% Off/On System)	COUNTY NAME Union	CODE 061
	NAME OF URBAN AREA	ROUTE NO. N	FEDERAL-AID Non
		STATE City St.	U.S. ----

CARD 5	LINE NO.	CHANGE CODE	PROJECT CODE	WORK CLASS	WORK TYPE	STEP	TERMINI (Full description)	MILES	TOTAL ESTIMATED COST	FEDERAL FUNDS (80%)	STATE FUNDS	OTHER FUNDS (City)	CHA PRO (Ful
5					PE		"UPRR O'Xing (North Powder) Section"						
5					ROW								
5					CONST (CODE) X121			0.038	86,000	68,800	----	17,200	ROW-60' m Access Co Parking R none.
CARD 1	CODE 1	PREPARED BY DRH:pf					PROJECT TOTALS	0.038	86,000	68,800	----	17,200	

PROGRAM APPROVAL DATES

REMARKS

-0

USCOMM DUS

Budget Bureau No. 41-R2067; Approval Expires February 28, [illegible]

NO.	FORM PR-1 (REV. 4-61) 8-15-83	**FEDERAL-AID PROGRAM DATA** (PPM 21-1) — U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS

PROJECT LOCATION (45 typewriter spaces) City St., UPRR O'Xing (North Powder)	**ADT**	PRESENT 200 30 DHV	FUTURE ----	YEAR --	REGION 10	STATE NAME Oregon	STATE CODE 41	APPN CODE 114	ITEM NO. 30167

ROPOSED WORK (35 typewriter e Rehabilitation	NATL. FOREST	FH ROUTE NO.	SUPV AGCY	DA CLASSIF.	DA AREA	EMERG. YR.	PL. AUTH YR	PROJECT NUMBER PREFIX LETTER(S) BHOS	NUMBER 3101	SEQ. NO. (1)	I. Projects Only POST MI.	DESIG.

L FUNDS Bridge Replacement (Optional 20% Off/On System)	COUNTY NAME Union			CODE 061	PROGRAM STAGE ☐ 1 OR ☐ 2	
REA	ROUTE NO. N	FEDERAL-AID Non	STATE City St.	U.S. ----		

WORK TYPE	STEP	TERMINI (Full description)	MILES	ESTIMATED PROJECT COST BY PHASES: TOTAL ESTIMATED COST	FEDERAL FUNDS (80%)	STATE FUNDS	OTHER FUNDS (City)	CHARACTER OF PROPOSED WORK (Full description)
PE								
ROW		"UPRR O'Xing (North Powder) Section"						
CONST (CODE) X121			0.038	86,000	68,800	----	17,200	ROW-60' min.; Access Control-none; Parking Restriction-none.
RED BY DRH:pf		PROJECT TOTALS	0.038	86,000	68,800	----	17,200	

AM APPROVAL DATES

REMARKS

-OVER-

USCOMM DUSCOMM-DC 48803-P61

UPRR O'XING (NORTH POWDER) SECTION

EXISTING FACILITY:

Roadway -- Bituminous surfaced two lane roadway 22 feet in width.

Structure -- (Br. #636, UPRR O'Xing at North Powder) H-C 19'4", Length 200'.

ADJACENT SECTIONS: Same as roadway above.

PROJECT DATA: Work consists of 1) remove existing rail and curb on each side of structure; 2) install metal bridge rail on outside edges of bridge; 3) overlay structure with H-T pave; 4) install guardrail at bridge ends; 5) adjust utilities as required; 6) provide railroad protective service; and 7) incidentals common to this type of project.

RIGHT OF WAY: None required.

SYSTEM ACTION, AIRPORTS, WATER DEVELOPMENTS, RECREATIONAL AND HISTORICAL AREAS: None involved.

RAILROADS: Union Pacific Railroad Over Crossing - no changes anticipated.

23 CFR 771 REQUIREMENTS: Statewide categorical exclusion concurred in by FHWA on February 25, 1980.

FHPM 4-1-4 REQUIREMENTS: A-95 review exempt under paragraph 5e.

FHPM 7-7-5 REQUIREMENTS:

(1) Public Hearings -- None required under Oregon Action Plan.
(2) Location/Design -- Not a factor in the development of project.

MAINTENANCE AND ACCOMMODATION OF UTILITIES: A State-City Agreement will be executed to comply with Section 116, Title 23 USC and paragraph 6d(1) of PPM 30-41 (FHPM 6-6-3-2) respectively.

NOTE: (1) This project is in Congressional District No. 2.

(2) Sufficiency rating of existing structure is 70.3.

9746

STATE OF OREGON

INTEROFFICE MEMO

TO: Memo to Files

12

DATE: August 9, 1983

8-12-83
Roger Lang

this is a nice report & good example of good communications between offices. thanks very much.
Gar

SUBJECT: UPRR O'Xing
City of North Powder
Union County
Br. 636 A

The Mayor of North Powder called the City Council into special session at 7:30 p.m., August 8, 1983 concerning the required 20% match for HBR projects.

Mayor Brockway asked me to explain to the Council why the Division was asking for 20% participation by the City when the letters of July 28 and August 1 from the State made no mention of cost to the City. Also, how were we proposing work on the structure when no agreement has been executed between the City and State.

I explained that under the terms of the HBR Guidelines and Working Agreement, approved by A.O.C., L.O.C. and the Highway Division, Article IV, item F, stipulates the Agency (City) shall advance to the State its estimated cost of the phase of work to be done, which is currently 20% of the total estimated cost. I advised the Council that the person who corresponded did not understand the workings of the program but that I had fully explained the program to Mayor Brockway when the SCA/HBR Project Request was submitted (Mayor Brockway confirmed this had been done).

I explained the 20% match was possible under the SCA Program provided the project attained enough points at the time of review. But that technically, the monies would not be available until January 1, 1984. Another option available was to request a waiver of match monies until September 30, 1984 without interest.

Much discussion among the Council followed with the end result being that they thought the State had recognized their needs, by the letters of July 28 and August 1, and were disappointed to learn otherwise. Mayor Brockway indicated that unless the City received a SCA grant, they wouldn't be able to do anything. It would do no good to request a waiver when they had no forseeable revenues to come up with the match monies. Also, Mayor Brockway stated, "I feel nothing in this whole situation has changed since I appeared before the Transportation Commission when we had dinner in Ontario in 1979." (October 23, 1979, Eastside Restaurant) "I feel the State gave the City something in bad condition, and it should have been repaired before it was given to us. That's what I told Mike Thorne and I thought we had gotten the job done when the letters came." All the Council seemed to echo Jim's statement.

Gal ✓

✓

file

Copy To Lang
8-15-83

I advised Mayor Brockway that if he and the Council really felt that way they should give us a letter stating their exact sentiments on the matter. But I also requested them to give us some latitude in the matter.

After much discussion among the Council, it was determined Mayor Brockway should spell out the City's stand on this matter in the following format:

1. City feels the State should repair the structure because of the poor condition that existed when it was given to the City.
2. If the State won't repair it, then SCA funds should be used to furnish the match monies.
3. If the State won't fix it and they don't get SCA funds, a waiver of match monies should be requested. (Comment was made that "if we don't pay them by September 30, 1984, maybe they will take the bridge back".)

I asked for this letter to be forwarded as soon as possible.

Meeting adjourned at 9:00 p.m.

Roger C. Lang

Roger C. Lang
Region Federal Aid Specialist

RCL/vt
cc; H. S. Coulter
W. E. Schwartz
Gary Potter
W. J. Hart

NOTED
H. S. COULTER

NOTED
W. E. SCHWARTZ

City of North Powder
North Powder, Oregon 97867

RECEIVED
STATE HWY ENGR
AUG 15 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

August 12, 1983

State of Oregon
Department of Transportation
PO Box 850
La Grande, OR 97850
Mr. Roger C. Lang, Regional Federal Aid Engineer.

Dear Roger:

First, let me thank you for taking the time to appear before the North Powder City Council special meeting on August 8, 1983, to explain to the Council the requirements as outlined for the SCA program. As you know from the past, as far as matching monies are concerned, the City has no money.

I think I will go back to the October 23, 1979, meeting with the Department of Transportation in Ontario, Oregon, where I outlined the condition of the rails and approaches to the UPRR overpass in North Powder. Our situation has not changed since that time. Even though the officials of the City signed the documents with the State in 1967, it is still my firm belief that they did not realize the position they were putting the City in regarding maintenance and repair of the structure. As outlined in that meeting, research had been done indicating when a structure is turned over to a local government the Department of Transportation, Highway Division, brings the structure up to their specifications for the type of use the road receives. To reiterate, all we are asking is that this viaduct be brought up, by the State, to their own safety and structural specifications.

Since the 1979 meeting, we have had numerous correspondence form the North Powder School District worrying about the safety of the bridge and from the UPRR pointing out the deteriorating condition of the guardrails and asking that something be done about it. Since that time nothing has been done until we received your first letter of July 28, 1983, in which you outlined costs of $118,000, and your subsequent letter of August 1, 1983, in which the costs were reduced to $77,000. No mention of the need for City funds was made in either letter.

To further state our needs, I would like to bring to your attention the current construction of a new saw mill on the south side of the viaduct, under the name of Powder Valley Land Company. At the completion of the construction, there will be an extimated traffic load of between 75 and 80 trucks per day using the viaduct. Most of them will be loaded to maximum State limits, hauling lumber, logs, chips and sawdust. Completion of construction is estimated to be February 1, 1984. At that time there will be 47 permanent employees, not counting loggers.

I think city should furnish some money. — Plead poverty and commission could pay part of match for NBR funds. —
HSC
cy Roger Lang
8/22

Schwartz
fyi
8/22

Gateway to Anthony Lakes Recreational Area

I have also met with Baker County officials and they expressed their concern due to the fact that the viaduct serves as a farm to market road for several large ranches as well as access to grazing and recreational lands on the lower reaches of the Powder River.

As you recall, at the August 8,1983, meeting, several options were discussed by the Council, with the Council reiterating the City's position that the State should bring the viaduct up to their safety and structural specifications. Be assured that all members of the City governing body will give their full cooperation to get the job done.

I'm including photographs taken August 12, 1983, showing the current condition of the viaduct, showing that it looks the same as in 1979, except that more of the guardrail has fallen off down to the UPRR tracks. UPRR is naturally concerned about possible injury to personnel and/or equipment. Therefore, we urge due haste be made to repair the viaduct as soon as possible.

In case our SCA request were approved, we would be able to use those funds after Council approval. If our request is not approved, it would be impossible for the City to come up with the necessary funds.

I'm sure the State recognizes the urgent need for the repair of this structure and I am requesting a feasible solution be reached quickly.

Sincerely,

JMBrockway

City of North Powder
J.M. Brockway
Mayor

JMB/jeb

Encl.

cc: Senator Mike Thorne
H.A. Shell
Gary Potter
~~H.~~S. Coulter
W.E. Schwartz
W.J. Hart

POWDER VALLEY SCHOOLS

Powder Valley Schools, District No. 8J
Box 10 North Powder, Oregon 97867 898-2244

February 28, 1983

Honorable J.M. Brockway, Mayor
P.O. Box 287
North Powder, OR 97867

Dear Mayor Brockway,

It has been brought to my attention by one of our bus drivers that the overpass on old highway 30 crossing the railroad tracks this side of the pole plant, is in bad need of repair.

We have students who live on the other side of this overpass and it is our responsibility to see that these children travel to and from school in saftly.

We urge you to see that the necessary repair is done as quickly as possible to avoid any danger to our students or anyone else traveling on that bridge.

Sincerely,

Dennis B Mills
Dennis B. Mills
Superintendent

akp

UNION PACIFIC RAILROAD COMPANY
OPERATING DEPARTMENT

R. J. LARKIN
SUPERINTENDENT
OREGON DIVISION

UNION PACIFIC

2525 N LARRABEE
PORTLAND, OREGON 97227

February 23, 1983

D 9193-32-2

Honorable J. M. Brockway, Mayor
P. O. Box 287
North Powder, Oregon 97867

Dear Mayor Brockway:

The purpose of this letter is to call your attention to the deteriorated condition of the old State Highway 30 overcrossing of Union Pacific Railroad's main line track and right of way at M. P. 322.28, North Powder. It is my understanding this structure was turned over to the city for maintenance by the State Highway Department some years ago. This road may also be known locally as the Old Ice Plant Road or the Farm-Market Road.

An inspection of the overcrossing structure on February 16 indicated that several pieces of concrete had fallen on our right of way under the viaduct and one piece had fallen between the rails of the main track. These pieces ranged from approximately one inch to four inches in diameter. They appeared to have fallen from guardrail posts along the edge of the roadway at the top of the viaduct. Several of these posts which are approximately six inches square are completely gone with a single one-half inch rebar showing. All remaining posts are cracked, and many appear loose and ready to fall.

It does appear that a hazard exists which could result in railway equipment damage and/or personal injury.

I urgently request that the City of North Powder and/or the State Highway Department proceed to make necessary repairs so as to eliminate this potential safety hazard.

Recommend that the concrete guardrails be removed and replaced with metal posts and flex beam guardrails. I would appreciate being kept advised as to the progress in correcting this condition.

Yours very truly,

R. J. Larkin
Superintendent

A

9746

STATE OF OREGON **INTEROFFICE MEMO**

TO: W. J. Hart
Bridge Engineer

DATE: August 9, 1983

SUBJECT: HBR Program
Fiscal Year 1985 - 1986

Enclosed is a copy of a letter from James L. Adamson, Director of Public Works, City of Baker, requesting consderation of the below listed structure in the upcoming HBR Program.

Bridge	Highway	Br.No.	S.R.
Powder River	FAU 4830 - Myrtle Street	04T04	43.3

This is the only eligible structure in the City of Baker under the program guidelines.

Please include the structure in your selection process.

Roger C. Lang
Roger C. Lang
Region Federal Aid Specialist

RCL/lm

Enc.

cc: James L. Adamson
D. E. Swan ✓

PROJECT UNIT S ✓

PROGRAM UNIT

Ed

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
H. S. COULTER

IN REPLY REFER TO
FILE NO.

PRO-3

August 5, 1983

The Honorable Mike Thorne
State Senator
Holdman Route, Box 505
Pendleton, OR 97801

North Powder Overcrossing
City of North Powder
Union County

Some weeks ago, your office and mine corresponded concerning the City of North Powder's problems with the structure overcrossing of the Union Pacific Railroad.

At that time, we thought some constructive solutions could be pursued for solving their problems.

We now have completed preliminary engineering for replacing the bridge rails and have prepared preliminary plans and a cost estimate. Copies of the plans and estimate are being reviewed by the City.

The project is eligible for Highway Bridge Replacement (HBR) funds for local jurisdiction (off the State Highway System). These funds require a 20% local match. The preliminary estimate is $77,000, including engineering and contingencies.

Attached is a draft of a letter you might wish to use in communications with the City of North Powder.

Fred
Fred D. Miller
Director

Attach.

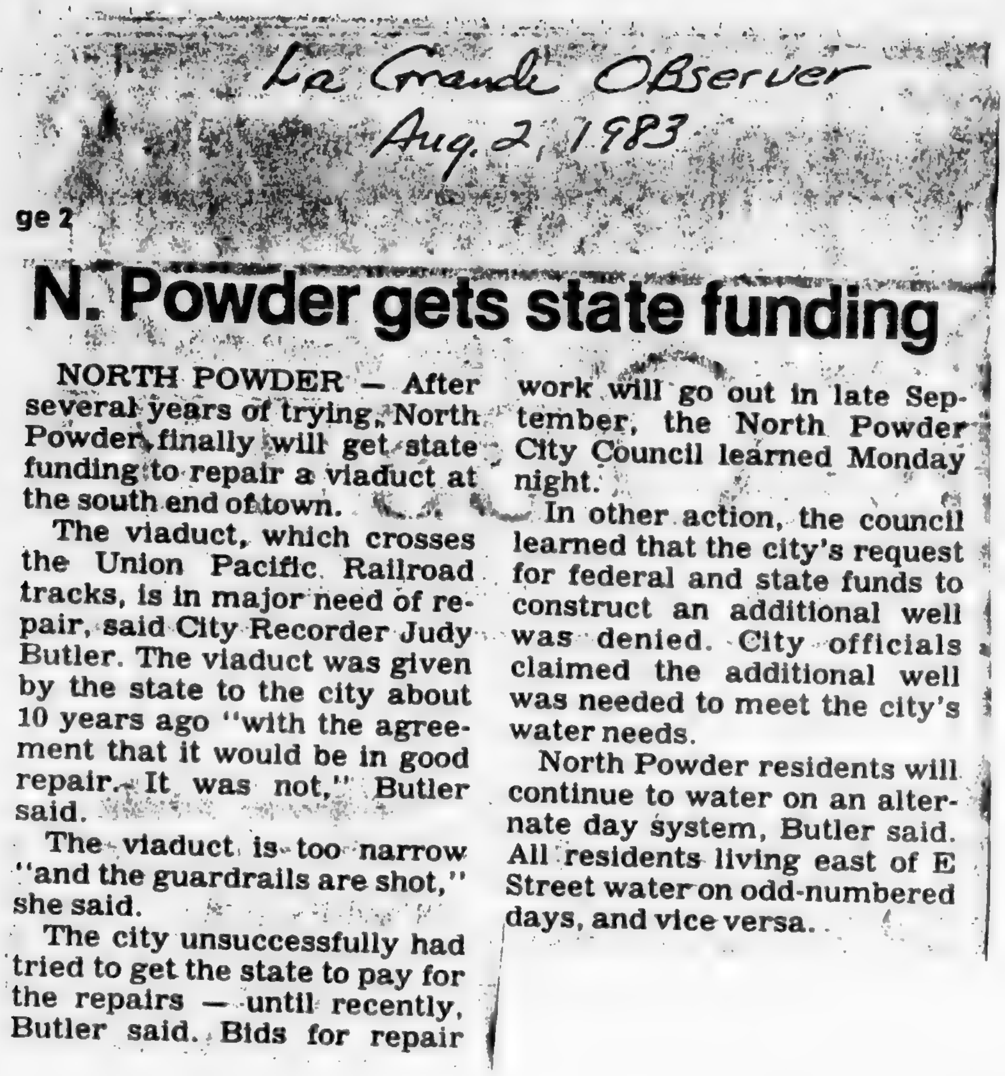
Scott – I really like this letter. We become too reactive to either [illegible] requests and don't initiate enough. This is an excellent example of taking the initiative in a way that will surely do us some good. Please pass on a compliment to the deserving parties! Fred

8/8 [illegible] it to Gary Potter of Gary Miller

☐ RE ☐ ROF ☐ [illegible] ROU

☐ RE

RECEIVED



La Grande Observer
Aug. 2, 1983

ge 2

N. Powder gets state funding

NORTH POWDER — After several years of trying, North Powder finally will get state funding to repair a viaduct at the south end of town.

The viaduct, which crosses the Union Pacific Railroad tracks, is in major need of repair, said City Recorder Judy Butler. The viaduct was given by the state to the city about 10 years ago "with the agreement that it would be in good repair. It was not," Butler said.

The viaduct is too narrow "and the guardrails are shot," she said.

The city unsuccessfully had tried to get the state to pay for the repairs — until recently, Butler said. Bids for repair work will go out in late September, the North Powder City Council learned Monday night.

In other action, the council learned that the city's request for federal and state funds to construct an additional well was denied. City officials claimed the additional well was needed to meet the city's water needs.

North Powder residents will continue to water on an alternate day system, Butler said. All residents living east of E Street water on odd-numbered days, and vice versa.

cy Buzz. Swan

info cy Schwartz

RECEIVED
STATE HWY ENGR

AUG 5 '83

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
PRO

TO: /Robert N. Bothman
Assistant State Highway Engineer

DATE: August 1, 1983

FROM: Gary A. Potter, Manager Gary
Program Section

SUBJECT: North Powder Overcrossing
City of North Powder
Union County

Attached is a suggested draft for Fred Miller's consideration and a draft letter for Mr. Miller to transmit to Senator Thorne's office for reply to the City of North Powder.

The preliminary plans and the preliminary estimate has been developed for the rail replacement on the subject project. The estimate is $77,000, with $34,000 for roadwork, $30,000 for structure, engineering and contingencies $13,000.

The Bridge Section proposes to call for bids on this project on September 22, 1983. I suspect funding for the City of North Powder will be a problem, but, we need to learn of the City's ability to finance the project before we look for alternative solutions.

The City of North Powder also has a City Allotment (SCA) application in for this work. It would be possible to make a partial award of those kinds of funds to assist the City in the match for the HBR project, but the SCA appliation is not expected to fare well under our crtieria.

GAP:pf
Attachment

cc: R. D. Hector
Walt Hart

cy Miller —

RECEIVED
STATE HWY ENGR
AUG 3 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTED
ROBERT N. BOTHMAN

RECEIVED
ASST STATE HWY ENGR
AUG 02 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

81-125-1387

Contains Recycled Materials

STATE OF OREGO **INTEROFFICE MEMO**

TO: Robert D. Hector
Region V Engineer

DATE: August 1, 1983 DES 23
636A

FROM: Oliver M. Parent, P.E.
Principal Structural Design Engineer

SUBJECT: North Powder Overcrossing
City of North Powder
Union County
Rail Replacement
BR 636A

Our advance plan transmittal of July 28, 1983 indicated a total project cost of $118,000. There has since been a re-evaluation of the extent of the roadwork required resulting in a significant reduction in the roadwork estimate. Our present estimate of cost for the proposed contract is as follows:

Roadwork	$34,000
Structure	30,000
Engineering & Contingencies	13,000
TOTAL	$77,000

Please use this amount in your evaluation of the project.

OMP:jrb

cc: City of North Powder
H. A. Schell, FHWA
✓ Gary Potter
Specifications
Construction
Utilities
Road Design

PROGRAM SECTION
MANAGER ________ PROJECT UNIT ________
[illegible]
MAN. ASSIST. ________ PROGRAM UNIT ________
REFER TO ________________________________
FOR ________________________________

Contains
Recycled
Materials

81-125-1387

SP*75683

STATE OF OREGON

INTEROFFICE MEMO

TO: R. B. Hector
Region V Engineer

DATE: July 28, 1983 DES 23
636A

ORIGINAL SIGNED
O. M. PARENT

FROM: Oliver M. Parent, P.E.
Principal Structural Design Engineer

SUBJECT: North Powder Overcrossing
City of North Powder
Union County
Rail Replacement
BR 636A

Attached are two reduced prints of Drawing 38666 which is the advance detail drawing for this structure.

Our present estimate of costs for the proposed contract is as follows:

Roadwork	$ 68,000
Structure	30,000
Engineering & Contingencies	20,000
TOTAL	$118,000

It is planned to call for bids on this section on September 22, 1983. Please make a field review and return one set by August 12, 1983 with your comments and/or corrections noted.

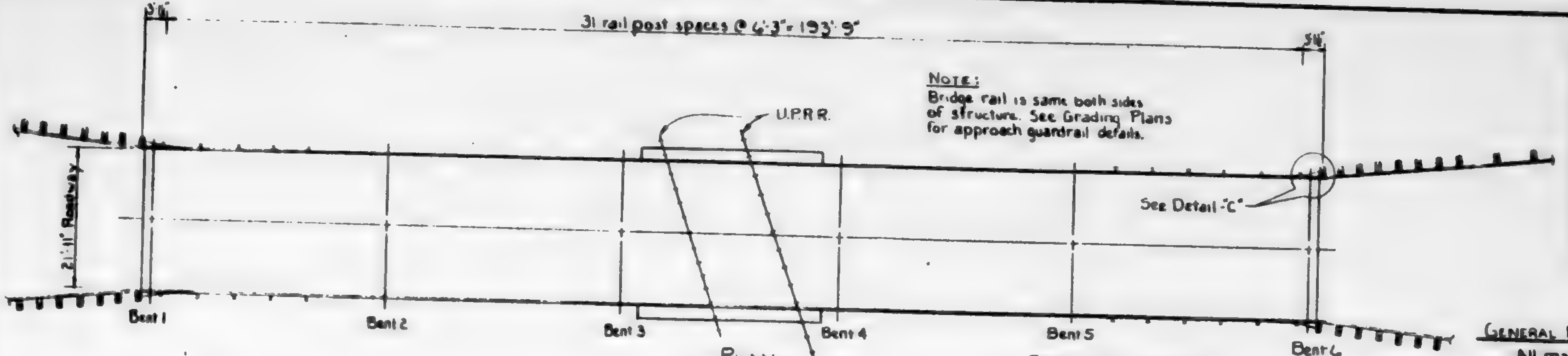
OMP:jrb

Attachments

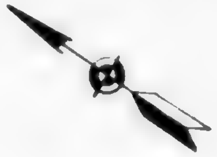
cc: City of North Powder Engineering Staff /w/ 2 sets
H. A. Schell, FHWA /w/ 2 sets
Gary Potter /w/ 2 sets
Specifications /w/ 1 set
Construction /w/ 1 set
Utilities /w/ 1 set
Road Design /w/ 1 set

PROGRAM SECTION
MANAGER ____ PROJECT UNIT ____
JUL 29 1983
MAN. ASSIST. ____ PROGRAM UNIT ____
REFER TO ____
FOR ____

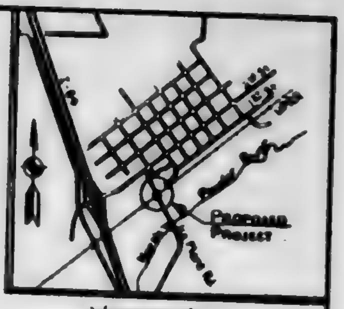
Contains Recycled Materials
81-125-1387


31 rail post spaces @ 6'-3" = 193'-9"
3½"
3½"
U.P.R.R.
21'-11" Roadway
See Detail "C"
Bent 1
Bent 2
Bent 3
Bent 4
Bent 5
Bent 6

Note:
Bridge rail is same both sides of structure. See Grading Plans for approach guardrail details.



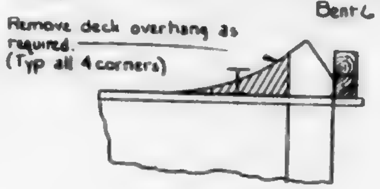
PLAN
Scale: 1" = 10'-0"


Proposed Project

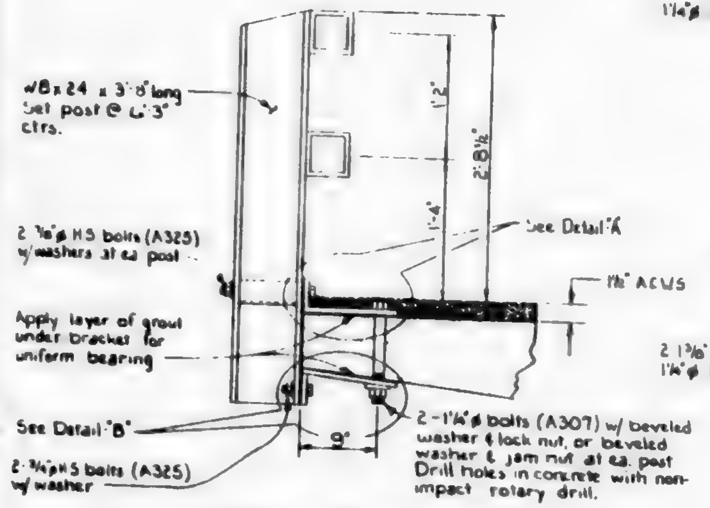
VICINITY MAP

GENERAL NOTES
All material and workmanship shall conform to the Standard Specifications for Highway Construction of the Oregon State Highway Division.

ADVANCE PLANS
JUL 28 1983
DO NOT SCALE
DO NOT USE FOR CONSTRUCTION

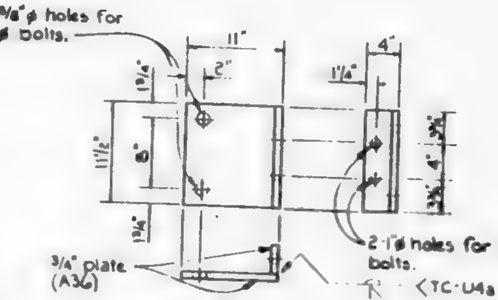

Remove deck overhang as required.
(Typ all 4 corners)

DETAIL "C"

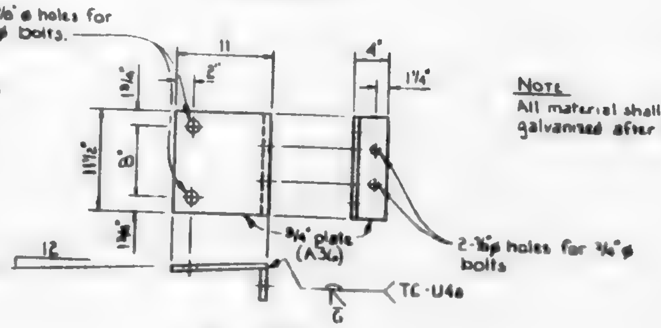

W8 x 24 x 3'-8" long Set post @ 6'-3" ctrs.
1'-2"
2'-8½"
1'-4"
See Detail "A"
2 ⅞"φ HS bolts (A325) w/washers at ea post
1½" ACUS
Apply layer of grout under bracket for uniform bearing
See Detail "B"
9"
2-¾"φ HS bolts (A325) w/ washer
2-1¼"φ bolts (A307) w/ beveled washer & lock nut, or beveled washer & jam nut at ea. post Drill holes in concrete with non-impact rotary drill.

TYPICAL RAIL SECTION
Scale 1½" = 1'-0"

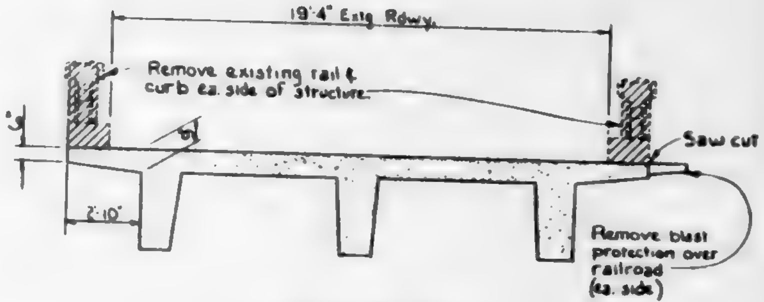
NOTE:
For rail & post details not shown, see dwg # ________.


2-1⅜"φ holes for 1¼"φ bolts.
11"
2"
1¾"
8"
11½"
1¾"
4"
1¼"
1⅜"
4"
1⅜"
¾" plate (A36)
2-1"φ holes for ⅞"φ bolts.
TC-U4a

DETAIL "A"
Scale: 1½" = 1'-0"


2-1⅜"φ holes for 1¼"φ bolts.
11
2"
1¾"
8"
11½"
1¾"
4"
1¼"
12
1 1/16
¾" plate (A36)
2-⅞"φ holes for ¾"φ bolts
TC-U4a

DETAIL "B"
Scale: 1½" = 1'-0"


19'-4" Extg Rdwy.
Remove existing rail & curb ea. side of structure.
Saw cut
3"
2'-10"
Remove blast protection over railroad (ea. side)

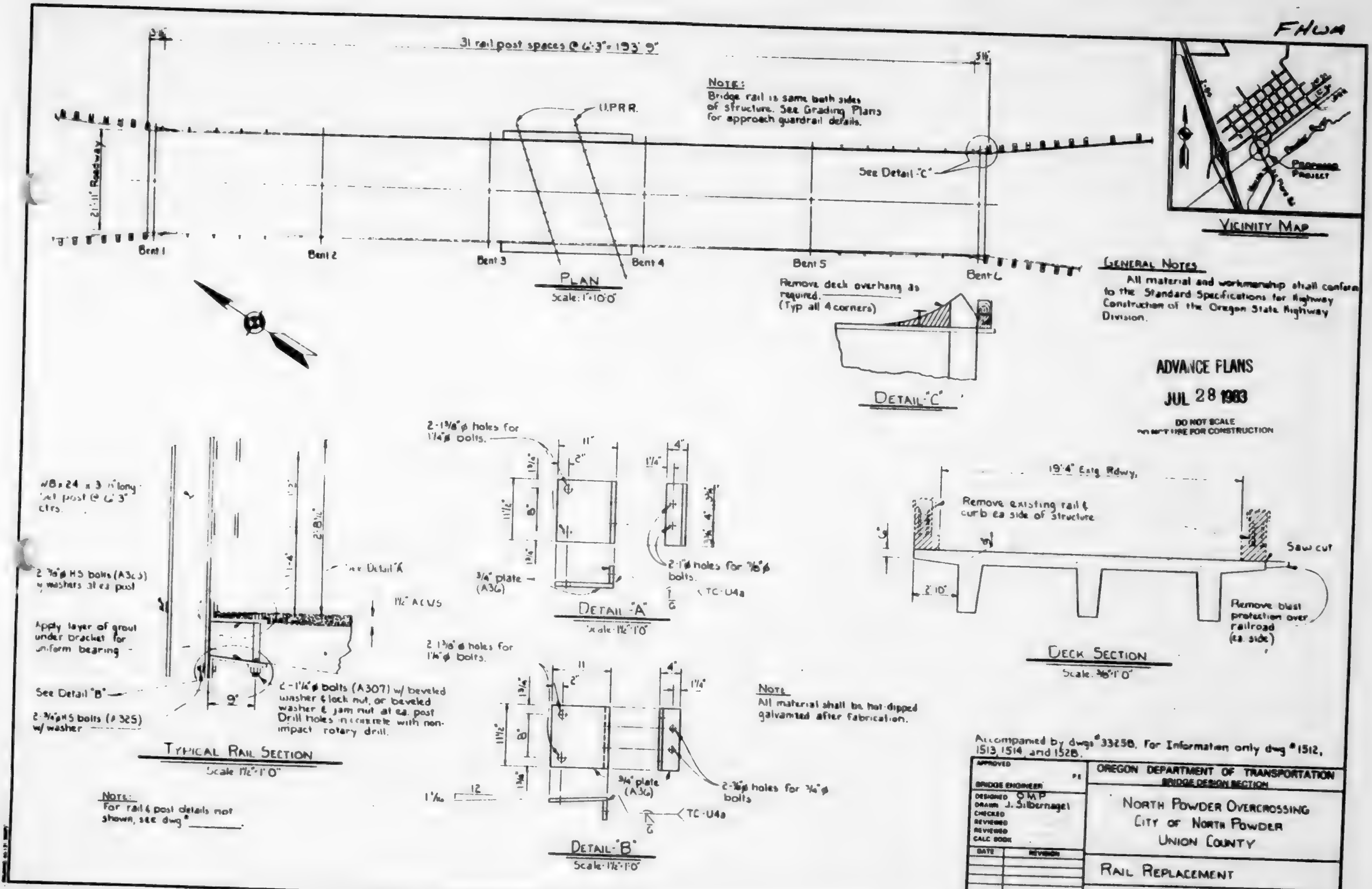
DECK SECTION
Scale: ⅜" = 1'-0"

NOTE
All material shall be hot-dipped galvanized after fabrication.

Accompanied by dwgs # 33258. For Information only dwg # 1512, 1513, 1514, and 1528.

APPROVED P.E. BRIDGE ENGINEER	OREGON DEPARTMENT OF TRANSPORTATION BRIDGE DESIGN SECTION
DESIGNED DMP DRAWN J. Sitternagel CHECKED REVIEWED REVIEWED CALC. BOOK	NORTH POWDER OVERCROSSING CITY OF NORTH POWDER UNION COUNTY
DATE / REVISION	RAIL REPLACEMENT
	DATE July 1983 / SHEET 1 OF 2
	BRIDGE NO. 636A / DRAWING NO. 38666

FHWA


31 rail post spaces @ 6'-3" = 193'-9"
3¾"
3¾"
21'-11" Roadway
U.P.R.R.
Bent 1
Bent 2
Bent 3
Bent 4
Bent 5
Bent 6
See Detail "C"
PLAN
Scale: 1"=10'-0"
Vicinity Map
Proposed Project
I-84
Remove deck overhang as required. (Typ all 4 corners)
DETAIL "C"
19'-4" Exist'g Rdwy.
Remove existing rail & curb ea side of structure
Saw cut
2'-10"
Remove blast protection over railroad (ea. side)
DECK SECTION
Scale: 3/16"=1'-0"
W8×24 × 3'-11" long rail post @ 6'-3" ctrs.
2-7/8"ø HS bolts (A325) w/ washers at ea post
Apply layer of grout under bracket for uniform bearing
See Detail "B"
2-3/4"ø HS bolts (A325) w/ washer
See Detail "A"
1½" ACWS
2'-8½"
1'-4"
9"
2-1¼"ø bolts (A307) w/ beveled washer & lock nut, or beveled washer & jam nut at ea. post. Drill holes in concrete with non-impact rotary drill.
TYPICAL RAIL SECTION
Scale 1½"=1'-0"
2-1⅜"ø holes for 1¼"ø bolts.
11"
2"
11½"
8"
1¾"
4"
1¼"
3/4" plate (A36)
2-1"ø holes for 7/8"ø bolts.
TC-U4a
DETAIL "A"
Scale 1½"=1'-0"
2-1⅜"ø holes for 1¼"ø bolts.
11
2"
11½"
8"
1¾"
4"
1¼"
1 1/16
12
3/4" plate (A36)
2-7/8"ø holes for 3/4"ø bolts
TC-U4a
DETAIL "B"
Scale 1½"=1'-0"

NOTE:
Bridge rail is same both sides of structure. See Grading Plans for approach guardrail details.

GENERAL NOTES
All material and workmanship shall conform to the Standard Specifications for Highway Construction of the Oregon State Highway Division.

ADVANCE PLANS
JUL 28 1983
DO NOT SCALE
NOT FOR CONSTRUCTION

NOTE
All material shall be hot-dipped galvanized after fabrication.

NOTE:
For rail & post details not shown, see dwg # ________.

Accompanied by dwgs # 33258. For Information only dwg # 1512, 1513, 1514, and 1528.

APPROVED ____ P.E. BRIDGE ENGINEER	OREGON DEPARTMENT OF TRANSPORTATION BRIDGE DESIGN SECTION
DESIGNED OMP DRAWN J. Silbernagel CHECKED REVIEWED REVIEWED CALC BOOK	NORTH POWDER OVERCROSSING CITY OF NORTH POWDER UNION COUNTY
DATE / REVISION	RAIL REPLACEMENT
	DATE July 1983 / SHEET 1 OF 2
	BRIDGE NO 636A / DRAWING NO 38666

9746

STATE OF OREGON

INTEROFFICE MEMO

TO: Gary Potter, Manager
Program Management

DATE: June 24, 1983 PRO

FROM: Walter J. Hart
Walter J. Hart, P.E.
Bridge Engineer

SUBJECT: Additions to HBR Program

The following projects have been reviewed and determined to be eligible for inclusion in the 1984 HBR(OS) program:

1. Overcrossing UPRR, Bridge 636, Ice Plant Road, City of North Powder, Estimated Cost $70,000 attached
2. Salem Ditch, Bridge 47C96, Fourth Street, City of Stayton, Estimated Cost $60,000 ✓ not received yet

Please add these to the Six-Year Program and obtain approval by H. S. Coulter under delegated authority.

JEC:jrb

cc: C. O. Fredrickson - Please have City submit project request
Robert Hector - Please have City submit project request

Max

PROGRAM SECTION
MANAGER ______ PROJECT UNIT ______
JUN [illegible] 1983
MAIL ASSIST. ______ PROGRAM UNIT K ✓
REFER TO Tindall Kears
FOR ______

Contains Recycled Materials
81-125-1387

SP*75083-125

9746

STATE OF OREGON

INTEROFFICE MEMO

TO: Ken Husby
Project Management

DATE: March 18, 1983 PLA 636

FROM: Walter J. Hart
Walter J. Hart, P.E.
Bridge Engineer

SUBJECT: UPRR Oxing (North Powder) Bridge
Ice Plant Road
Union County
BR 636

I have reviewed the project request for the replacement of the handrail on the UPRR Oxing in the City of North Powder. The current Sufficiency Rating for this bridge is 70.3. It is questionnable if this structure can qualify for inclusion in the HBR program.

In the next two months, a field inspection of this structure will be made with a representative of the FHWA to determine if this bridge can qualify for inclusion in the HBR program. After this inspection, I will advise you of conclusions reached.

JEC:jrb

Contains
Recycled
Materials
81-125-1387

SP*75683-125

7-16

FEDERAL AID PROJECT REQUEST

Date

Applicant Agency City of North Powder

Request for: Off-System____, FAS-C____, FAUS____ Project HBR X

Federal Aid Route No. N/A Route Name Ice Plant Road

Project Name UPRR Oxing (North Powder Bridge Section)

Project Length 400' +/- Project Location (Attach sketch map) ←

Project Description Bridge repair

Average Daily Traffic 175-200 estimated Design Speed 30 mph

Complete Applicable Sections:

I. ROADWAY DATA

1. Existing Roadway: (Attach sketch) ←

Width 20-22' Travel Lanes 2 Shoulders ---

Medians none Parking

Sidewalks none

Remarks

2. Desired Roadway Cross Section: (Attach sketch) ←

Width Travel Lanes Shoulders

Medians Parking

Curbed Length Curb Radii

Sidewalk/Bikeway

Remarks Same as above. Replace antiquated wood rail with modern rail.

II. RIGHT-OF-WAY DATA

1. Existing Right-of-Way:

General Width 60' Minimum 60' Maximum 60'

2. Has right-of-way been acquired for this project subsequent to January 2, 1971?
Yes____ No X

3. Will additional right-of-way be needed? Yes____ No X
If answer is "yes," will cost of right-of-way be subject to Federal reimbursement? Yes____ No____
Remarks

III. TRAFFIC CONTROL DATA

1. Existing Signalization and Location:

N/A

2. Proposed Signalization:

Location N/A

Type

Phases

Type of Suspension

Interconnected

Remarks

3. Permanent Signing:

Include in project or by applicant? N/A

4. Permanent Striping:

Include in project or by applicant? N/A

IV. ILLUMINATION DATA

1. Existing Illumination and Location:

None

2. Proposed Illumination:

Location None

Type

Remarks

V. STRUCTURE DATA

1. Existing Structure:

Location UPRR Oxing

Type RCDG

Approach Roadway Width 20-22' Shoulder Width ——

Length 197' Width 19.4'

To remain in place? yes

2. Proposed Structure:

Location Same

Approximate Size: Length 197' Width 24'

Are sidewalk/bikeways desired: No

Are any utilities to be attached to structure? N/A

Are provisions for illumination desired? No

Are there any unusual or complicating conditions? No

Remarks This project is to widen by removing existing guard rail and side mount flex beam on steel posts.

VI. RAILROAD DATA

1. Are there any railroad crossings? Yes X No

Name of Railroad UPRR

Existing Crossing Protection Oxing

2. Will existing railroad crossing be altered? No

Remarks

VII. ACTION PLAN REQUIREMENTS

During project development for Category 1, 2, and 3 projects, the city or county shall perform and document responsibilities as found indexed in the Oregon Action Plan, particularly Citizen Involvement and Participation; Environmental Aspects; and Public Hearing Requirements.

The OSHD Region Engineer will provide assistance, liaison and monitoring for these activities.

Responsible local office and party to be contacted for the following activities:

1. Citizen Involvement	Mayor J.M. Brockway Office
2. Environmental	Mayor J.M. Brockway Office
3. Public Hearing	Mayor J.M. Brockway Office

Remarks

VIII. GENERAL INFORMATION

1. Project preliminary engineering to be performed by:

Applicant ______ State X Consultant ______

2. Project construction engineering to be performed by:

Applicant________ State X Consultant________

3. Will applicant perform any work prior to or after award of contract?
Yes________ No X
If "yes," describe briefly:

4. Applicant's estimate of cost for requested project:

Roadway Work	$
Right-of-way costs (if participating)	
Traffic control	
Illumination	
Structures	58,000
Railroad	
Other Guard Rail	10,500
Preliminary engineering	10,000
PROJECT TOTAL	$ 78,500

Remarks This project request to be matched by SCA funds. The City of North Powder accepted this structure from the State in very poor condition. The City requested the DOT commission to do something, but nothing has been done yet.

THIS APPLICATION IS AN OFFICIAL REQUEST FROM:

CITY OF North Powder and/or N/A COUNTY

By JMBrockway
J.M. Brockway, Mayor
By North Powder City Council

By________
By________
By________

(1976)

PROJECT PROSPECTUS
PART 1 -- PROJECT REQUEST

SEE INSTRUCTIONS ON REVERSE

SECTION UPRR O'Xing (North Powder) Bridge			KEY ID #
			REGION 5
STATE HIGHWAY # N/A	HIGHWAY NAME City Street	MILE POST FROM TO	LENGTH 400' +
☐ URBAN ☐ RURAL	CITY North Powder	COUNTY Union	ROAD/STREET NAME Ice Plant Road
ROUTE # N/A	FEDERAL AID # OS	APPLICANT (IF OTHER THAN STATE) City of North Powder	

COST ESTIMATES (000's)		PROJECT DATA		RIGHT OF WAY	
PRELIMINARY ENGINEERING	$ 10	GRADING (✓)		FILES (#)	
RIGHT OF WAY	$	PAVING (✓)	X	ACRES (#)	
ROADWAY	$ 13.5	STRUCTURES (✓)	X	RELOCATIONS (#)	
STRUCTURES	$ 41.4	SIGNING (✓)		**WORK BY STATE/CONSULTANT/APPLICANT**	
SIGNALS	$	SIGNALS (✓)		PRELIMINARY ENGINEERING (S,C,A)	S
ILLUMINATION	$	ILLUMINATION (✓)		CONSTRUCTION ENGINEERING (S,C,A)	S
TEMPORARY PROTECTION	$ 2	GUARDRAIL	X	RIGHT OF WAY DESCRIPTIONS (S,C,A)	
	$	ENVIRONMENTAL CLASS (1,2,3)	2	RIGHT OF WAY ACQUISITIONS (S,C,A)	
40% ENGINEERING & CONTINGENCIES	$	DESIGN CATEGORY (1-7)	7	**CONSTRUCTION BY**	
TOTAL CONSTRUCTION	$ 79.7	WORK TYPE (1-12)	5	☒ CONTRACT ☐ STATE FORCE	☐ OTHER
TOTAL ESTIMATE	$ 89.7			☐ CITY FORCE ☐ COUNTY FORCE	

FINANCING/ PROGRAMMING	RECOMMENDED LETTING DATE (QUARTER/YEAR) 2 /84	RECOMMENDED FUNDING SOURCE Comb. HBR/SCA	RECOMMENDED PROGRAM YEAR 1984

RECOMMENDED PROGRAM REVISIONS

☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $
☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $

ITEM	EXISTING	PROPOSED
TRAVEL LANES (#)	2	2
STRUCTURES (#)	1	1
SIGNALS (#)		
BIKE PATH (Y/N)	N	N
AVERAGE DAILY TRAFFIC		
YEAR OF AVERAGE DAILY TRAFFIC	1983	

DEFINE THE PROBLEM

Severe deterioration of structure, handrails, surface deterioration on approaches and structure. Antiquated wood guardrail on approaches. Sub-standard width of 19' 4" is not adequate to handle farm vehicles and truck traffic. Also reported several chunks of concrete have falled onto UPRR R/W.

PROPOSED SOLUTION

Remove existing handrails, construct sidemount steel flex-beam w/channel handrail. Install modern guardrail w/anchor assembly. Overlay approaches and structures.

REQUESTED, REGION ENGINEER X	DATE 8-9-83
APPROVED, ASST. HWY. ENG. FOR OPERATIONS X	DATE
APPROVED, ASST. HWY. ENG. FOR ADMINISTRATION X	DATE

To Jerry
8-2-83

TRANSP. COMM. APPROVAL DATE	PROGRAM YEAR	FUNDING

734-1911 (7-82)

PROJECT PROSPECTUS

PART 1 — PROJECT REQUEST (Cont.)

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION
UPRR O'Xing (North Powder) Bridge

REGION
5

PROJECT JUSTIFICATION

This structure (Bridge No. 0636) was constructed in 1922 as part of the State Highway System. Upon completion of the North Powder-Baker Section of I-84, the structure and alignment of this section of the Old Oregon Trail (within City) was abandoned to the City of North Powder. This was accomplished under the terms of Agreement, dated December 12, 1967, on August 14, 1973.

Defects noted by State inspectors, as early as 1971, were not made prior to abandonment although repairs were recommended.

In October, 1979 Mayor Brockway appeared before the Transportation Commission in Ontario, asking for assistance in repairing the structure. The Commission directed the Region Engineer to inspect the structure which was done and report of condition was forwarded to Mayor Brockway with recommendations of repair. Repair to roadway surface at north end of bridge was done by the Division as a "Good Neighbor" policy. Also, Mayor Brockway appeared before a Joint Legislative Committee for Trade, Economic Development and Transportation on June 27, 1980 requesting the State to reassume jurisdiction of the structure. The State recommended the City approach Union County to see if the County would assume jurisdiction. Union County declined.

Ice Plant Road is being impacted by heavy and unusual traffic because of commercial operations in the vicinity of the old "Ice Plant". Joint funding is requested for this project as the City (population 430±) does not have adequate resources for funding.

It is felt this project falls within the scope of bridge rehabilitation and in consistent with FHWA and Division goals of maintaining and preserving the existing system.

ADMINISTRATION RECOMMENDATION

1983 SW Hood Ave.-SW Terwilliger 9747
Blvd. Sec. Pacific Hwy. Portland
(Pavement removal)

rll

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

cc: OSHD (Coulter)

REGION NO. 10	**REPORT NO.** 3	**COUNTY** Multnomah	**DIVISION** Oregon
DATE OF REPORT 3/20/85	**REPORT MADE BY** T. P. Lowe, Area Engineer		**PROJECT NO.** IR-5-6(110)296
COMPLETION DATE (Actual) 2/29/84	**ACCEPTANCE DATE BY CONRTACT AGENCY** 9/25/84	**TIME ELAPSED** 90 %	**CONTRACT TIME** completion date

LOCATION

SEE BELOW

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

SW HOOD AVENUE - SW TERWILLIGER BLVD
PACIFIC HIGHWAY
Pavement Removal

This project provided for the planing of the riding surface on I-5 between the subject termini. The grooving was being performed to restore the roadway section and provide and improve the skid resistance of the riding surface.

The final cost of $169,000 underran the original authorization of $188,000 by 10 percent.

NOTED
W. E. SCHWARTZ

Cy
3/27

RECEIVED
STATE HWY ENGR
MAR 27 '85
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE T. P. Lowe Original Signed by T. P. LOWE		**SIGNATURE** G. K. Hossner [illegible]	
TITLE Area Engineer	**DATE** 3/25/85	**TITLE** Field Operations Engineer	**DATE** 3/26/85

FORM FHWA 1446B
(Rev. 2-84)

PREVIOUS EDITIONS MAY BE USED.

October 3, 1984

The American Insurance Co.
Attn: Fidelity & Surety Dept.
PO Box 3825
Portland, OR 97208

CON 5
#9747

Gentlemen or Ladies:

Contract No. 9747 awarded to R. A. Hatch Co. for pavement removal on the SW Hood Avenue-SW Terwilliger Boulevard Section of the Pacific Highway in Multnomah County was completed on March 19, 1984, and accepted by the State Highway Division on September 26, 1984.

Final payment in the amount of $586.58 will be released to the contractor after October 8, 1984. The total contract amount is $150,299.93 including $2,730.20 for work performed under force account.

No claims for labor or material have been filed with us against the bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: R. A. Hatch Co.
PO Box 6179
Bend, OR 97708

Corroon & Black of Oregon
PO Box 8699
Portland, OR 97207

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog (Attn: Frank Griffin)
E. L. Hardt

974

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 10-263		State Oregon
PROJECT REPORT NUMBER		County Multnomah
MODIFICATION NUMBER 1		Project Number IR-5-6(110)

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

10-1-84

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on January 25, 19 84, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 188,200	$ 188,200
Federal funds	$ 188,200	$ 173,557

Other revisions

Appn Code 044

(Note: Additional Federal Funds Collected - $13,712.33)

This modification is made for the following reasons:

"The project agreement executed 1-25-84, is modified to decrease federal-aid participation to 92.22 percent in accordance with P.L. 97-424, Section 145."

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Gary C. Potter

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

SW HOOD - SW TERWILLIGER
MULTNOMAH CO.
626-1001

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

- 97[illegible]

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO.	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Multnomah Project No. IR-5-6(110)296

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

S.W. Hood Ave.-S.W. Terwilliger Blvd.

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	11-22-83	0.00
OTHER *(Specify)*		

FUNDS PRO RATA 92.22%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 188,200.00	$ 173,557.00*

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

*See Additional Provisions on the back.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)
By
Manager, Program Section
(Title)
XXXFor: H.S. Coulter, P.E.
State Highway Engineer
(Title)
By
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
By
(Division Administrator)
For: Dale E. Wilken
Date executed by Division Administrator [illegible] 5 1984

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen. Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JANUARY 23, 1984

FEDERAL AID PROJECT NO. IR-5-6(110)296

S.W. HOOD AVE.-S.W. TERWILLIGER BLVD. SECTION
PACIFIC HIGHWAY
MULTNOMAH COUNTY

PROJECT AGREEMENT ESTIMATE

TYPE CODE SFTY
SURFACE TEXTURING (Sta. 125+00 to Sta. 246+00)

Mobilization		All Required		$ 15,000.00
Temporary Protection and Direction of Traffic		All Required		10,000.00
Temporary Signs	551	Sq. Ft.	5.00	2,755.00
Temporary Barricades	12	Each	50.00	600.00
Temporary Plastic Safety Markers	32	Each	50.00	1,600.00
Flagmen	300	Hour	8.00	2,400.00
Sequential Arrow Signs	4	Each	250.00	1,000.00
Cold Plane Pavement Removal	120,000	Sq. Yd.	.75	90,000.00
Adjusting Manholes	18	Each	400.00	7,200.00
Adjusting Inlet	1	Each	800.00	800.00
Mono-Directional Crystal Type I Markers	1,200	Each	3.50	4,200.00
White Type II Markers	4,800	Each	1.70	8,160.00
				$ 143,715.00

ANTICIPATED ITEMS

Permanent Pavement Striping	All Required	$ 4,700.00
Temporary Pavement Striping	All Required	2,400.00
		$ 7,100.00
	SUBTOTAL	$150,815.00
	Engineering	20,360.00
	TOTAL	$171,175.00

Length of Project -------------- 0.00 mi.

RETAINED IN RESERVE

Replace Traffic Recorder Loops	All Required	$ 10,000.00
Provide, Operate & Maintain Variable Message Sign	All Required	5,000.00
	SUBTOTAL	$ 15,000.00
	Engineering	2,025.00
	TOTAL	$ 17,025.00

SUMMARY OF FUNDS (92.22%)

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Surface Texturing	$171,175	$157,857	$13,318
Reserve	17,025	15,700	1,325
TOTAL	$188,200	$173,557	$14,643

Reimbursement 100% $188,200.00 Public Law 97-424, S 145

Group 1: 100%
Contract No. 9747
Prefix: 626-1437
Prefix: 626-1001

DAR:bkb

rll

9747

F

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IR-5-6(110)296

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 40086

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/30/84

8. FEDERAL ROUTE NUMBER Interstate 5

9. STATE ROUTE NUMBER Primary 1

10. GENERAL LOCATION:
SW Hood Avenue - SW Terwilliger Blvd. Section

11. GENERAL DESCRIPTION OF WORK
Furnish and install permanent "Grooved Pavement" signs

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 1/30/84 as requested in Mr. Fredrickson's letter of 3/23/84 as being cost effective for the use of State forces to proceed with the above work. State Force Order No. 2 is approved for a TEC of $1,000, regular Federal-aid matching ratio, appropriation code 044 in amount of $922 and increased Federal share (P.L. 97-424 Section 145) appropriation code 04R in amount of $78.

RECEIVED
STATE HWY ENGR
MAR 30 '84
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Only to 3/30

14. DATE 3/26/84

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9741

FORM 81-734-3001

OREGON STATE HIGHWAY DIVISI

FIELD ENGINEER'S WEEKLY REPORT

5

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: S.W. Hood Ave. - S.W. Terwilligen Blvd.

WEEK ENDING: March 3, 1984

SECTION PREFIX: 626-1001

HIGHWAY: Pacific

COUNTY: Multnomah

NAME OF JOB: S.W. Hood Ave. - S.W. Terwilliger Blvd.

KIND OF WORK: Pavement Removal

CONTRACTOR: R.A. Hatch Co.

CONTRACT NUMBER: 9747

FEDERAL AID PROJECT NUMBER: IR-5-6(110)296

DATE OF CONTRACT: December 22, 1983

DATE WORK STARTED: January 24, 1984

ESTIMATED COMPLETION DATE: February 29, 1984

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 2 SUPERVISION 1

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS: N.A.

CALENDAR DAYS USED: N.A.

SPECIFIED COMPLETION DATE: February 29, 1984

PERCENT OF TIME ELAPSED: 100

PROJECT AUTHORIZATION: $ 188,200.03

EXCLUSIVE OF ENGINEERING: $ 173,276.68

ENGINEERING AUTHORIZATION: $ 14,923.35

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT EXCLUSIVE OF ENGINEERING: $ 173,276.68

ENGINEERING COST TO DATE: $ 12,000.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED PERCENT OVERRUN UNDERRUN: 0 %

PERCENT OF AUTHORIZATION: 81 %

DATE PROJECT WAS COMPLETED: February 29, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE	MAT'L PROD		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK

Misc. tools.

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO								
PERCENT								

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	26				
MONDAY	27	fair			
TUESDAY	28	partly cloudy			
WEDNESDAY	29	cloudy			
THURSDAY					
FRIDAY					
SATURDAY					

KE

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MAR 6 1984
CONSTRUCTION SECTION

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	26	No Activity.
MONDAY	27	Adjust one inlet and started another. Worked 2 AM to 6 AM N.B. Clean - up S.B. until 9 A.M.
TUESDAY	28	Cold plane S.B. inside vicinity of Terwilliger curves at3 inlets. Re-do a rought area at south end S.B.
WEDNESDAY	29	Finish patching around adjusted inlets w/AC. Completion date.
THURSDAY		
FRIDAY		
SATURDAY		

REMARKS

STATUS: All work complete.

SIGNED Joseph D. Simpson
Joseph D. Simpson, Ass't. Project Manager

LOCATION 4755 S.W. Watson Ave.
Beaverton, Oregon 97005

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP*F216

January 10, 1984

R. A. Hatch Co.
P. O. Box 6179
Bend, OR 97708

CON 5
#9747

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

Contract No. 9747 for pavement removal on the S.W. Hood Avenue-S.W. Terwilliger Boulevard Section of the Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc
Encl.

cc: The American Insurance Co.
Attn: Fidelity & Surety Dept.
121 S.W. Salmon St., Suite 900
Portland, OR 97204

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97201

bc: C. T. Keasey
Walt Hart
Robert Church
Jan Peterson
E. L. Hardt
Robert Shotwell

R. A. Hatch Co.
General Contractors
Post Office Box 6179
Bend, Oregon 97708
(503) 382-8418

Dec. 16, 1983

Office of Commission Services
Room 121
State Transportation Building
Salem, Or. 97310

Gentlemen:

In accordance with the Supplemental Required contract provisions SP0.2B section 5. R. A. Hatch Co hereby documents and identify the D.B E contractor it intends to use on the S. W. Hood ave. S. W. Terwilliger Blvd. Section of the Pacific Highway Pavement Removal Contract.

#9747

D.B.E.

KASPAC Corporation
P.O. Box C2178
Portland, Oregon 97202

Item #	Description	Quantity	Unit Pr.	Total
11	Mono - Dir Crystal Ty 1 Markers	1200 ea	3.40	4080.00
12	White Ty II Markers	4800 ea	1.70	8160.00

Yours Very Truly,

Michael D. Durbin
Estimator

cc: Bend File

RECEIVED
DEC 19 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Ray Turner

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IR-5-6(110)296

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 40086

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 11/22/83

8. FEDERAL ROUTE NUMBER Interstate 5

9. STATE ROUTE NUMBER Primary 1

10. GENERAL LOCATION:

SW Hood Avenue - SW Terwilliger Blvd. Section

11. GENERAL DESCRIPTION OF WORK

Skid Proofing [illegible]

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION

☐ ACQUISITION OF RIGHT-OF-WAY

☒ XX CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

☒ XX OTHER *(Specify)* Anticipated items as shown in your "PS&E" estimate dated 11/17/83.

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate as being cost effective.

Mr. Potter's 11/21/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $330,473. Regular Federal-aid matching ratio, appropriation code 044 in amount of $304,761 and increased Federal share (PL 97-424 Section 145) appropriation code 04R in amount of $25,712.

A signed copy of the Title Sheet is returned herewith.

RECEIVE
STATE HWY E[illegible]G
DEC 5 '83
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign

14. DATE 11/22/83

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO

Date: November 8, 1983

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: D.E. Swan, P.E.
Project Unit Engineer

Subject: Project Data Submission
Item No. 40086
Project No. IR-5-6(110)296
S.W. Hood Ave.-S.W. Terwilliger Blvd. Sec.
Pacific Highway
Multnomah County

[illegible]

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for this project on December 15, 1983 and request Federal-Aid participation of 100 percent for reimbursement claims paid on or berfore September 30, 1984 in accordance with Public Law 97-424, Section 145.

DRH:bkb
Attachments

cc: E.L. Hardt (Metro)
Jon Rose (Metro)
Robin Brooks (Metro)
General Files

Form 734-3122

1984 Willam. R (Steel Br & Ramps)9748
Sec Pacific Hwy in Portland.
(Gr, pv, str, trw, sign, ill & sig)#3

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION

Office of Operations **378-6528**
2950 State Street, Salem, Oregon 97310

In Reply Refer to
File No.:

**FILE: CON
C9748**

August 3, 1990

Ron Higbee, P.E., Director
Engineering & Project Development
TRI-MET
115 NW First Ave, Suite 500
Portland, OR 97209

Re: Claim Settlement Funding Split
Willamette River (Steel Bridge & Ramps) Section
Contract No. 9748
FAP No. IX-0000(LRT)

This letter is written to confirm the agreement between ODOT and TRI-MET on the funding spilt for the claim settlement between ODOT and the contractor on the Willamette River (Steel Bridge & Ramps) Project.

Mr. Cobine's letter of May 9, 1990, (attached) outlines the split. The cost distibution of the four claim items and interest is also attached to that memo (attachments A-E).

Attachement E and Cobine's cover letter show the agreed upon split as follows:

AGENCY	GROUP 21	GROUP 31	L.D. ($120,000)	SUBTOTALS
TRI-MET Share	$ 21,826	$ 52,495	$-24,000	$ 50,321
UMTA Share	349,220	209,980	0	559,200
ODOT Share	65,479	0	24,000	89,479
City of Portland Share	0	0	0	0
TOTAL Settlement (incl. interest)	$436,525	$262,475	$ 0	$699,000

You will note that TRI-MET's share and the UMTA's share totals $609,521. I hope this will clarify any mis-understandings on this issue and that TRI-MET will now pay the $609,521 to the State and seek re-imbursement from UMTA for its share.

If you have any questions, please contact Steve Littrell of my staff or Rose Ross of Transportation Accounting.

We appreciate your patience in this entire matter and look forward to working with you on future mass transit projects.

Kenneth E. Husby

Kenneth E. Husby, P.E., Manager
Office of Operations, Construction & Maintenance

attachments

cc: William Anhorn
Wayne Cobine
Rose Ross
Bill Kappus, FHWA

SL:mb
m08032.sl

Rev. 08/09/90

RECEIVED
STATE HWY ENGR
AUG 13 '90
ASSIGNED TO
FOR
INFO INVES ROUGH DRAFT DIRECT REPLY SIGN ACT FILE

STATE OF OREGON

INTEROFFICE MEMO

TO: Ken Husby
Operations Engineer

DATE: May 9, 1990

FROM: Wayne Cobine
Region Operations Engineer

SUBJECT: Willamette River (Steel Br. & Ramps) Section
Pacific Highway West
Multnomah County
C09748

Since the claim settlement was made on the subject project, I have been negotiating with Tri-Met on the split formula. In other words, who pays what portion.

Today (5/9/90), Ron Higbee, Director of Engineering and Project Development for Tri-Met and I came to an agreement on the issue. The claim settlement involved four general areas and liquidated damages: 1) access ramp; 2) deck-forming impacts; 3) delay impacts (113 days); and 4) additional delay impacts.

Claim settlement was $593,500 plus interest plus removal of liquidated damages ($593,500 + $105,500 + $120,000). Final payment to the contractor was $699,000 ($593,500 + $105,500).

The importance of noting the $120,000 liquidated damage portion is because of the split originally assigned for that amount. Tri-Met would have benefitted by the 20 percent return of the match portion (80% UMTA - 20% Tri-Met).

Items 1, 2, and 3 were split in the same proportions as the original bid items generally associated with the work (see attachments A, B. and C). Item 4 was the remainder and it was split in the same proportions as EWO and P.A.'s. Any small amount assigned to the city was considered the state's in this analysis (Attachment D). The credit for liquidated damages was subtracted from Tri-Met and added to the state's proportion.

The final allocation (cost distribution) of the settlement amount is shown on Attachment E. That is:

Tri-Met Share	$ 50,321.00
UMTA Share	559,200.00
ODOT Share	89,479.00
City of Portland	00.00
Total	$699,000.00

WC\po\web\wcm019

SR
CAE___
CE___ OSE___
MS __ CSS___
M ___ PC ___
MMS __ CCC
SM ___ LC ___
BA ___ SPC___

RECEIVED
JUN 04 1990
OFFICE OF OPERATIONS

CA ___ FOR___
CP ___ BS ___
FE ___ SCC___
TR ___ SQC___
QC ___ PQC___
AGR___ SEC___
OAS___ ___

Form 734-3049X (Rev. 2-79)
OREGON DEPARTMENT
OF TRANSPORTATION

ATTACHMENT "A"

TABULATION SHEET

SHEET 2 OF 8 SHEETS

Willamette River (Steel Br. & Ramps)
Contract # 9748

Item ① - Access Ramp ($36,000)

Provided temporary access decking as a result of demolishing existing deck full width for evaluating required repair steel quantity

Affected Bid Items

BI	Description	Contract $	% of Total	Claim $	Cost Split	Cost Distribution 021	031	041
71	Repair Steel	126,415	4.3	1,548	100% 021	1548		
72	Replacement Bolts	165,433	5.7	2052	100% 021	2052		
79	Str. Conc. Class 3300	548,085	18.7	6732	65% 021 35% 031	4376	2356	
80	Str. Conc. Class 4500	364,350	12.5	4500	74% 021 26% 031	3330	1170	
84	Reinforcement	190,450	6.5	2340	59% 021 41% 031	1381	959	
85	Coated Reinforcement	229,744	7.8	2808	86% 021 14% 031	2415	393	
87	Structural Steel	997,856	34.1	12,276	15% 021 85% 031	1841	10,435	
88	Grid Deck	300,168	10.3	3708	100% 031		3708	
98	Extra Cleaning & Painting	3,777	0.1	36	100% 021	36		
		2,926,278	100.0	36,000		$16,979	$19,021	N/A

Form 734-3049X (Rev. 2-79)
OREGON DEPARTMENT
OF TRANSPORTATION

ATTACHMENT "B"

TABULATION SHEET
SHEET 3 OF 4 SHEETS

Item ② — Deck Forming Impact Damage ($198,000)

Affected Bid Items						Cost Distribution		
BI	Description	Contract $	% of Total	Claim $	Cost Split	ODOT 021	Tri-Met 031	City of Port 041
79	Str. Conc. Class 3300	548,085	60.1	118,998	65% 021 35% 031	77,349	41,649	
80	Str. Conc. Class 4500	364,350	39.9	79,002	74% 021 26% 031	58,461	20,541	
		912,435	100.0	198,000		$135,810	$62,190	N/A

Form 734-3049X (Rev. 2-79)
OREGON DEPARTMENT
OF TRANSPORTATION

ATTACHMENT "C"

TABULATION SHEET
SHEET 4 OF 6 SHEETS

Item ③ - Delay Impacts for 113 days (\$ 88,000)

Result of Extra Work directed by ODOT occuring 7/11/86 thru 10/31/86

Extra Work Items in Progress		Approx. Work Dates	\$	% of Total	Claim \$	Cost Distribution ODOT 021	Tri-Met 031	City of Port 041
EWO 18	Furnish & Install Elec. Conduit (LRT detection system)	7/85 - 7/86	8757	21.8	19,184	—	100% 19,184	
EWO 47	Modification of Signal Inst.	5/86 - 7/86	2780	6.9	6072	—	100% 6072	
EWO 49	Traffic Gate Controls	6/86 - 11/86	15,108	37.5	33,000	100% 33,000	—	
EWO 50	Repair Wall & Bearings @ Bent 9	8/86 - 9/86	9,562	23.8	20,944	100% 20,944	—	
EWO 51	Modify Railings & Remove Epoxy Deck Seal	5/86 - 10/86	4020	10.0	8800	100% 8800	—	
			40,227	100.0	88,000	\$62,744	\$25,256	N/A

orm 734-3049 (Rev. 2-79)
REGON DEPARTMENT
F TRANSPORTATION

ATTACHMENT "D"

TABULATION SHEET

SHEET .... OF .... SHEETS

Willamette River (Steel Br. & Ramps)
Contract No. 9748

Item ④ - Additional Delay Impacts =	$593,500	Total Settlement
	- 36,000	Item ①
	-198,000	Item ②
	- 88,000	Item ③
=	$271,500	

Distribute Cost on basis of all EWO & DA - assign City's to ODOT

Agency	$	% of total	Claim $	
ODOT	$592,383	57.13	= $155,098	←
Tri-Met	444,589	42.87	= 116,402	←
Total	1,036,972		$271,500	

orm 734-3049 (Rev. 2-79)
REGON DEPARTMENT
F TRANSPORTATION

"ATTACHMENT-"E" -

TABULATION SHEET

SHEET .... OF .... SHEETS

Willamette River (Steel Br. & Ramps)
Contract #9748

Cost Distribution of Claim Settlement

Summary

	Cost Distribution (ODOT) 80% 15% 5%	(Tri-Met) 80% 0% 20%	(City)		
Item Description					
① Access Ramp	16,979	19,021			
② Deck Forming Impact	135,810	62,190			
③ Delay Impacts	62,744	25,256			
④ Add. Delay Impacts	155,098	116,402			
	$370,631.	$222,869.		=	$593,500
Percent	62.45%	37.55%			100%

Total Claim Participation with Interest:

	(021)	(031)	L.D.		
Total Claim Settlement	$436,525	$262.475			$699,000
			120,000		
UMTA Share	$349,220	209,980		=	$559,200
STATE Share	65,479	0	+24,000	=	$89,479
Tri-Met Share	21,826	52,495	-24,000	=	$50,321

9746.

TO: Oregon Transportation Commission

SUBJECT: Report of Action Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority, and acting in accordance therewith for the Commission, I approve the action listed below and report this action for your official records:

1) Cost overrun on personal service contract with Kellogg Corporation for construction claims analysis on the Willamette River (Steel Bridge and Ramps) Section of the Pacific Highway West in Multnomah County. The personal service contract with the consultant had a maximum amount of $30,000 to be paid upon completion of the work. At the State's request, the consultant's efforts were expanded during the course of his evaluation and the total costs overran by $5,502.82. (Authorize State Highway Engineer to sign necessary contract documents.)

Dated this 16 day of May, 1990

Michael P. Hollern

Michael P. Hollern, Chairman
Oregon Transportation Commission

May 8, 1990

APPROVED
William Imlah
For STATE HIGHWAY ENGINEER
Date 5/10/90

STATE OF OREGON
HIGHWAY DIVISION - OFFICE OF OPERATIONS

INTEROFFICE MEMO

378-6528

DATE: April 27, 1990

TO: Donald E. Forbes
State Highway Engineer

FROM: Kenneth E. Husby
State Highway Engineer

Kenneth E. Husby

RECEIVED
MAY 2 1990
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SUBJECT: Request Overrun Personal Service Contract #9782
Construction Claims Analysis - Kellogg Corporation
Willamette River (Steel Bridge and Ramps)
Construction Contract No. 9748

The Highway Division hired a consultant, Kellogg Corporation, on May 23, 1989, to evaluate the contractor's claim against the State on the subject construction contract.

The personal service contract with the consultant had a maximum amount of $30,000.00 to be paid upon completion of the work. At the State's request, the consultant's efforts were expanded during the course of his evaluation and the total costs overran by $5,502.82.

The expanded efforts were primarily due to the following factors:

- The Consultant had difficulty in tracking the contractor's revised damages calculations which were presented to consultant after his initial review of damage calculations.
- The schedule analysis work performed by the consultant was expanded from originally planned due to incomplete and revised information from the State. These revisions to the scheduling analysis and additional presentations of this analysis caused increased costs to the consultant.
- Quantities for the deck forming analysis were revised and the analysis had to be redone.

These figures have been reviewed and concurred by both the Region and Construction Engineers.

The use of this consultant was instrumental in bringing a settlement with the contractor before litigation was filed in this matter. I recommend that this overrun of $5,502.82 be approved and the new total for this personal service contract is $35,502.82. A copy of the contract and billing correspondence is attached.

APPROVED
STATE HIGHWAY ENGINEER
5/1/90

[illegible] Commission Services
[illegible]
[illegible] Files

RECEIVED
STATE HWY ENGR
APR 30 '90
ASSIGNED TO
FOR
INFO INVES ROUGH DRAFT DIRECT REPLY SIGN ACT FILE

Upon your concurrence, please forward the following summary to Chairman Hollern requesting his approval and authorization for you to sign the necessary contract documents.

SUMMARY

The Highway Division hired a consultant to evaluate the contractor's claim against the State on the Steel Bridge project (Contract No. 9748).

At the State's request, the consultant performed additional work and overran the state funded personal services contract's maximum amount of $30,000 by $5,502.82.

The consultant's study was instrumental in bringing a settlement with the contractor and thereby avoiding costly litigation.

!?
~~DEF~~:KEH:SL:dp

dp03011

cc: Robert N. Bothman
Fran Neavoll
William Anhorn
Ken Husby
Don Adams
Carol Mitchell
Cam Gilmour
Doug Goldbach

Kellogg Corporation

26 West Dry Creek Circle
Littleton, Colorado 80120

303/794/1818

CE ___ CAE ___
COE ___ OM ___
OE ___
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CAM ___
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RECEIVED
CONSTRUCTION SECTION

SPC ___ TC ___
SA ___ CC ___
FE ___ CP ___
PQC ___
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January 8, 1990

Mr. Steve Littrell
State of Oregon
Department of Transportation
Highway Division
Construction Section
1158 Chemeketa Street, N.E.
Salem, Oregon 97310

Reference: Final Billing—Personal Services Contract
Willamette River (Steel) Bridge
Contract No. 9748

Dear Steve:

This letter is in response to our discussions last fall and your letter dated November 15, 1989 concerning the $5,502.82 overrun expressed in our final billing.

This overrun is primarily due to the following factors:

- Difficulty in tracking the contractor's revised damages calculations.
- Presentation of schedule analysis work.
- Revisions to the schedule analysis.
- Revisions to deck form quantities.

The contractor revised his calculation of damages several times, all but one of which was prior to Kellogg's involvement. The last revision was communicated to Kellogg in June of 1989 during discussions between the contractor and myself. The supporting documentation, which may have been applicable to earlier calculations, was not trackable to several elements of his latest calculation which caused some confusion. This resulted in spending approximately two days of additional time by myself attempting to determine time-related overhead expenses applicable to before and after substantial completion.

During the early part of our engagement, after reviewing the schedule analysis work previously performed by the State, it was jointly decided that Kellogg would utilize this information in its report. This information is the predecessor version of Tables 3 and 4 and the basis of Figures 4, 5 and 6. The information supplied to Kellogg was incomplete, and additional time was required by Kellogg to complete this work. This additional time was the primary reason for overruns in technical support efforts by persons in the $35, $40, $55 and $65 per hour levels.

After State review of the draft report, revisions were indicated for "start-end" dates of Figures 4, 5 and 6, and deck form quantities (primarily beam build-ups). This resulted in a small amount of extra effort.

The one hour charged by J. C. Kellogg was for review of entitlement/liability. This was requested by myself to provide a second opinion on some of the issues.

The items characterized as expenses overran by approximately $1,040. Of this, $420 was for "support services," which is support labor by temporary, non-Kellogg employees, which assisted the $35, $40, $55 and $65 per hour personnel discussed previously. Of the remaining $620 overrun in expenses, most of this amount is for graphic charges related to revisions to Figures 4, 5 and 6.

I trust the above provides sufficient information supporting the additional $5,502.82. If you have any questions or desire additional information, please do not hesitate to call me.

In addition, I still have almost two "porta-pak" boxes of State documents. Please advise me of your desire for disposition of this material.

In closing, I want to express my appreciation for the opportunity to assist the State. I enjoyed working with your personnel and would welcome the opportunity to work with you again in the future.

Very truly yours,

James E. Kelley, P.E.
Senior Principal

/mkw

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

November 15, 1989

Kellogg Corporation
26 West Dry Creek Circle
Littleton, Colorado 80120-0376

In Reply Refer to
File No.:

ATTENTION: James E. Kelley, P.E.

RE: **Final Billing - Personal Service Contract**
Willamette River (Steel) Bridge
Contract No. 9748

Dear Jim,

It has been quite some time since we discussed the final billing overrun on the subject contract. Your firms Personal Services Contract states in Part 3A, Page 2 that "the compensation for work accomplished under this contract shall not exceed a maximum of $30,000.00 without prior written approval of the Department".

During our last telephone conversation, I asked you to send us information supporting the additional $5,502.82 beyond the $30,000.00 contract limit. It was my understanding that we (the State) may have requested that you perform additional duties beyond the scope of the original agreement. If that is so, please submit information to justify these additional charges. For your assistance, I have compiled a list of the estimated costs versus actual costs under the terms of the contract (Exhibit A).

We are processing a payment to you of $11,604.22 which will bring the total paid to date to $30,000.00. If you have any questions, please feel free to call me at (503) 378-6318.

Very truly yours,

S Littrell

Steve Littrell
Contract Claims Coordinator

Attachments

SL:mkv

cc: Wayne Cobine Bob Thompson
Doug Golbach Cindy Carter

GIVE 'EM A BRAKE
OREGON'S ROAD & UTILITY WORKERS

AN EQUAL OPPORTUNITY EMPLOYER

734-2023 (6-89)

EXHIBIT "A"

LABOR SERVICES

RATE	EST. HOURS	ACTUAL HOURS	EST. COST	ACTUAL COST
$140/hr	160	158	$22,400.00	$22,120.00
$ 55/hr	27	83	$ 1,485.00	$ 4,565.00
$ 40/hr	30	68	$ 1,200.00	$ 2,720.00
$200/hr	0	1	$ 0.00	$ 200.00
$ 65/hr	0	12	$ 0.00	$ 720.00
$ 35/hr	0	2	$ 0.00	$ 70.00
SUBTOTAL LABOR			$25,085.00	$30,455.00

PER DIEM

RATE	EST. DAYS	ACTUAL DAYS		
$55/DAY	12	8	$ 660.00	$ 440.00

AIRFARE

	EST. TRIPS	ACTUAL TRIPS		
	4	4	$ 2,400.00	$ 2,348.00

GROUND TRANSPORTATION

$ .23/mile	$ 600.00	$ 565.23

MISCELLANEOUS

	$ 350.00	
Support Services		$ 420.00
Computer		$ 92.50
Graphics		$ 1,040.00
FAX		$ 20.00
Binding		$ 20.00
Copying		$ 102.00
SUBTOTAL MISCELLANEOUS	$ 350.00	$ 1,694.50
GRAND TOTAL ALL ITEMS	**$29,095.00**	**$35,502.82**

Correspondence to:

Kellogg Corporation
26 West Dry Creek Circle
Littleton, Colorado 80120
303/794-1818

Remittance to:

Kellogg Corporation
Denver, Colorado 80256-0376

Oregon DOT
Highway Division - Transportation
Salem, OR 97310

Attn: William Anhorn, P.E.

Date	August 31, 1989
Invoice No.	089-017
Project No.	KC 1849 JEK/JEK JEK/ 64
Page	1 of 2

Re: Steel Bridge Over Williamette River (Portland, OR)

Services for August 1989

J. E. Kelley, Grade XI 59 hrs. @ $140/hr.	8,260.00
V. E. Todd, Grade V 12 hrs. @ $65/hr.	780.00
S. E. Bush, Grade IV 13 hrs. @ $55/hr.	715.00
T. S. Winfree, Grade IV 42 hrs. @ $55/hr.	2,310.00
D. J. Babcock, Grade III 27 hrs. @ $40/hr.	1,080.00
J. A. Jeteili, Grade III 17 hrs. @ $40/hr.	680.00
M. N. Leckie, Grade III 16 hrs. @ $40/hr.	640.00
E. F. Nichols, Grade II 1 hr. @ $35/hr.	35.00
J. A. Shepard, Grade II 1 hr. @ $35/hr.	35.00
Total services for the month	$14,535.00

Payment recommended

Concur
Wayne

CE ___ CAE ___ RECEIVED SPC ___ FC ___
COE ___ OM ___ SA ___ CC ✓
OE ___ SEP 18 1989 FE ___ CP ___
CA ___ PQC ___
CAM ___ CONSTRUCTION SECTION QCS ___
EEO ___ FILE ___

Expenses for August 1989

Travel and Related Charges:	
J. E. Kelley	877.54
Support Services (Temp. help)	420.00
Computer Charges	92.50
Graphics Computer Charges	1,040.00
FAX	20.00

RECEIVED
STATE HWY ENGR
SEP 11 '89
ASSIGNED TO
FOR
INFO | INVES | [illegible] | [illegible] | SIGN | ACT

[illegible] receipt of statement. Any unpaid [illegible]

Tax Identification No. 84-0598185

Correspondence to:
Kellogg Corporation
26 West Dry Creek Circle
Littleton, Colorado 80120
303/794-1818

Remittance to:
Kellogg Corporation
Denver, Colorado 80256-0376

Oregon DOT
Highway Division - Transportation
Salem, OR 97310

Attn: William Anhorn, P.E.

Date	August 31, 1989
Invoice No.	089-017
Project No.	KC 1849 JEK/JEK JEK/ 64
Page	2 of 2

Re: Steel Bridge Over Williamette River (Portland, OR)

Expenses for August 1989 (Continued)

Binding	20.00 ✓	
Copying	102.00 ✓	
Total expenses for the month		2,572.04 ✓
TOTAL DUE - Current Invoice		$ 17,107.04 ✓
	overrun	− 5,502.82
		$ 11,604.22

Balance Due Last Month	$ 18,395.~~28~~ 78
Payments Received	(7,955.32)
Current Invoice	17,107.04 ✓
Total Balance Due	$ 27,547.~~00~~ 50

502.82

rec'd & chckd by:
Littrell 9-20-89

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NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

May 30, 1989

IN REPLY REFER TO
FILE NO.:
AGR

Kellogg Corporation
26 West Dry Creek Circle
Littleton, CO 80120

Attached for your records is a fully executed copy of a personal service contract for construction claims analysis regarding the Steel Bridge and Ramps Project in Multnomah County. This contract covers the period May 25, to December 31, 1989, at an estimated cost of $30,000.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

ORIGINAL SIGNED
FRAN NEAVOLL

Rgb for Fran Neavoll
COMMISSION SERVICES

br
Attachment

bc Cynthia Carter
Bob Thompson

CAE
RECEIVED
SPC
SECTION
FILE
EEO

PROGRAM SECTION
Manager______ Admin______
Program____ Fiscal____ Local____
MAY 31 1989
Refer To ____________
R/D____ D/R____ Act____
Discuss____ File____ Discard____

731-0188 (10-85)

PERSONAL SERVICE CONTRACT

FOR

Construction Claims Analysis

Willamette River (Steel Bridge and Ramps)

Contract #9782

This contract is between the State of Oregon, acting by and through its Department of Transportation, Highway Division, hereinafter called "Department", and Kellogg Corporation, hereinafter called "Consultant".

1. **Retirement System Status**

   Consultant is not a contributing member of the Public Employes' Retirement System and will be responsible for any federal or state taxes applicable to this payment. Consultant will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, worker's compensation, or the Public Employes' Retirement System, except as a self-employed individual or entity.

2. **Statement of Work**

   A. Consultant agrees to acomplish the work under this contract as shown on **Attachment "A"** attached hereto and by this reference made a part hereof.

   This Personal Services Contract and supporting documents are intended to be complimentary and to describe and provide for a complete work. In the event that there is a discrepancy or conflict between documents, they shall govern in the following order: FIRST, the contract provisions and exhibits; SECOND, the Consultant's proposal; and THIRD, the request for proposal.

   B. Consultant agrees to accomplish the work as set forth in 2.A. above according to the work schedule, **Attachment "A"**.

   C. This contract shall start on the date the Department of General Services signs, and shall terminate on December 31, 1989 unless a written extension is executed prior to the termination date.

3. **Consideration**

A. The compensation for work accomplished under this contract shall not exceed a maximum of $30,000.00 without prior written approval of the Department. Consultant agrees to perform all services on the basis of Consultant's unit price amounts detailed in **Exhibit "A"**.

B. Progress payments will be made to the Consultant over the period of the contract upon receipt of the Consultant's billing statement. Bills for services shall show the dates, persons, names and pay rates and must detail the nature of the work done by each. Bills for nonsalary costs must be fully itemized and must be accompanied by receipted invoices. All bills and other forms of claims for payment must be submitted in duplicate to the Division's Project Managers for approval by the Department. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of the Consultant of his right to present such claim thereafter or to receive payment therefore.

C. Consultant's actual cost, direct and indirect, eligible for federal aid participation shall be those allowable under the provisions of 41, CRF 1-15 (Federal Procurement Regulations).

4. **Travel**

Travel expenses will be reimbursed at State rates to the Consultant by the Department and are included in the amount of consideration listed in 3 above. The maximum reimbursement for automobiles will be $0.23 per mile. The maximum reimbursement for per diem will be $55.00 per day.

5. **Government Employment Status**

A. If this payment is to be charged against Federal funds, the Consultant certifies that it is not currently employed by the Federal Government.

B. Consultant certifies it is not an employee of the State of Oregon.

6. **Subcontracts**

Consultant shall not enter into subcontracts for any of the work scheduled under this contract without obtaining prior written approval from Department. Subcontracts exceeding $10,000 in cost shall contain all required provisions (Paragraph 1, 2, 4, 6-18, 18-24) of the prime contract.

7. Dual Payment

Consultant shall not be compensated for work performed under this contract from any other department of the State of Oregon.

8. Funds Available and Authorized

Department certifies at the time this contract is written that sufficient funds are available and authorized for expenditure to finance costs of this contract within Department's current appropriation or limitation. Continuation of this contract beyond the current fiscal period is contingent on Legislative approval.

9. Termination

This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days' notice, in writing, and delivered by certified mail or in person.

The Department may terminate this contract effective upon delivery of written notice to the Consultant, or at such later date as may be established by the Department, under any of the following conditions:

A. If Department funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.

B. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer eligible for the funding proposed for payments authorized by this contract.

C. If any license or certificates required by law or regulation to be held by the Consultant to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

A. If this agreement is terminated prior to completion of the work, a final payment shall be made to the consultant which, when added to all previous payments, shall be equal to all work completed to the satisfaction of the State plus a percentage of the net fee equal to the percentage of work satisfactorily completed.

The Department by written notice of default (including breach of contract) to Consultant may terminate the whole or any part of this contract:

A. If the Consultant fails to provide services called for by this contract within the time specified herein or any extension thereof; or

B. If the Consultant fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department fails to correct such failures within 10 days or such longer period as the Department may authorize.

The rights and remedies of Department provided in the above clause related to defaults (including breach of contract) by the Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law, or under this contract.

10. Captions

The captions or headings in this contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this contract.

11. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

12. Severability

If any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

13. Compliance with Applicable Law

Consultant agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to this contract. This contract shall be governed by and construed in accordance with the laws of the State of Oregon. The Consultant specifically agrees that the provisions of ORS 279.312, 279.314, 279.316, and 279.320 shall govern performance of this contract.

14. **Assignment**

Consultant shall not assign or transfer his interest in this contract without the express written consent of the Department.

15. **Waiver**

The failure of the Department to enforce any provision of this contract shall not constitute a waiver by the Department of that or any other provision.

16. **Access to Records**

The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Consultant which are directly pertinent to the the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available on request. Payment for cost of copies is reimbursable by Department.

17. **Employment**

A. Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultants, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Consultant shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of the FHWA or Department, except regularly retired employees, without written consent of the public employer of such person.

C. Consultant agrees that he will perform his consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to reply on the accuracy, competence, and completeness of the Consultant's services, but Consultant shall not be regarded as a guarantor with respect to estimates, systems, plans or any work product performed hereunder.

D. Consultant shall complete Certification of Consultant **Exhibit "B"** and by this reference made a part hereof.

18. Debarment and Suspension

Consultant shall complete a Certification of Noninvolvement in any Debarment and Suspension. This certification will be completed as per the directions given in the instructions and as required by Part 29 of the Regulations issued by the Secretary of the U. S. Department of Transportation (49 CFR Part 29) as described on pages 19161 through 19211 of Volume 53, Number 102 of the Federal Register dated Thursday, May 26, 1988.

Failure to complete this certification will be cause to reject the proposal. The certification form and the instructions for completing it are attached as **Exhibit "C"** and by this reference made a part hereof.

The consultant's attention is directed to addendum to Form FHWA-1273 included in **Exhibit "C"**. This addendum shall be inserted into all lower tier subconsultant agreements, orders, and any other lower tier transactions.

19. Nondiscrimination

During the performance of this contract, Consultant, for himself, his assignees and successors in interest, hereinafter referred to as Consultant, agrees as follows:

A. Compliance with Regulations. The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964, and with Section V of the Rehabilitation Act of 1973. Consultant shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Consultant, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.

B. Solicitation for Subconsultants, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurement of materials and equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

C. Nondiscrimination in Employment. During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

D. Information and Reports. Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

E. Sanctions for Noncompliance. In the event of Consultant's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(1) Withholding of payments to Consultant under the agreement until Consultant complies, and/or

(2) Cancellation, termination, or suspension of the agreement in whole or in part.

F. Consultant shall complete a Certification of Compliance with Tax Laws as attached **Exhibit "D"** and by this reference made a part hereof.

G. Incorporation of Provisions. Consultant will include the provisions of paragraph A through F of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Consultant will take such action with respect to any subconsultant or procurements as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Consultant becomes involved in, or is threatened with litigation with a subconsultant or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Consultant may request the Department to enter into such litigation to protect the interests of the State of Oregon.

20. State Tort Claims Act

Consultant is not an officer, employee, or agent of the State as those terms are used in ORS 30.265.

21. Indemnity

The Consultant shall defend, save, hold harmless and indemnify the State of Oregon and Department, its officers, agents, employees, and members, from all claims, suits or actions resulting from or arising out of acts and omissions of the Consultants, agents, or employees in the performance of service under this contract.

22. Ownership of Work Products

All work products of the Consultant which result from this contract are the exclusive property of the Department.

23. Minority Business Enterprise (MBE) Policy

A. In accordance with Title 49 Code of Federal Regulations Part 23 or as may be amended (49 CRF 23), Consultant shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the Oregon Department of Transportation (ODOT) that Disadvantaged Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligation. The consultant agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, consultants shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this contract.

24. Approvals

Department of General Services and Department of Justice approval is required before any work may begin under this contract.

25. Successors in Interest

The provisions of this contract shall be binding upon and shall inure the benefit of the parties hereto and their respective successors and assigns.

26. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of the State to collect any payment due under this contract or to obtain performance of any kind under this contract, the prevailing party shall collect such additional sums as the court may adjudge for reasonable attorney fees and recover all costs and disbursements incurred therein.

27. Force Majeure

Consultant shall not be held responsible for delay or default caused by fire, riot, acts of God and war which was beyond the consultant's reasonable control.

28. Merger

This contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. Consultant, by the signature below of its authorized representative, hereby acknowledges that he has read this contract, understands it and agrees to be bound by its terms and conditions.

29. **Consultant Data**:

NAME: Kellogg Corporation

ADDRESS: 26 West Dry Creek Circle

CONSULTANT'S FEDERAL I. D. NO.: 84-0598185

CONSULTANT'S STATE I. D. NO.:

The Oregon Transportation Commission, by a duly adopted delegation order, authorized its Chairman to act in its behalf in approving this contract. Approval was given for this contract on January 24, 1989 by Chairman Hollern which approval is on file in the Commission records. The delegation order also authorizes the State Highway Engineer to execute the agreement on behalf of the Commission.

APPROVED AS TO
LEGAL SUFFICIENCY

By Cynthia [illegible] Carter
Assistant Attorney Genetal

Date 5-9-89

APPROVED
DEPARTMENT OF GENERAL SERVICES

By Rob J Rickard

Date 5/25/89

RET:pk:bkw 5/3/89

State of Oregon by and through its
Department of Transportation,
Highway Division

By O. B. Jackmond
For Maintenance and Construction
Engineer

Date 5-9-89

By
State Highway Engineer

Date 5/23/87

CONSULTANT(S)

X By [illegible] CARLSON JR

Title Senior Corp VP

Date 5/5/89

By

Title

Date

Attachment "A"

Scope of Work

TASK 1 - PROJECT KICKOFF MEETING

This meeting is intended to include the key members of ODOT's project execution team and the Kellogg team to ensure a quick orientation by Kellogg to the project problems.

During this meeting we would like to discuss, in detail, the various claim issues and receive copies of the key project documents for our review. This key documentation should include, at a minimum, the following:

- The contractor's claim submittal document.
- Request for Proposal bid package provided to the contractor to prepare its bid for the project.
- The contractor's bid proposal and any cost estimate backup/supporting documents provided by the contractor.
- Contract documents and any memos or recorded telephone discussions related to the contract understanding.
- Project specifications.
- Key correspondence related to the claims.
- Project cost report showing original budget and final costs.
- Drill logs, soils report, excavation quantities and other information related to excavation, if appropriate.
- Baseline CPM schedule.
- Most recent as-built CPM schedule update.
- Project change order log.

TASK 2 - PRELIMINARY REVIEW OF KEY DOCUMENTATION

Kellogg will review the documentation received during the kickoff meeting to develop a better understanding of the project scope and problems. Following this review, the Kellogg team will be prepared to meet with the contractor (Task 3) and to conduct the problem identification roundtable (Task 4).

TASK 3 - MEET WITH CONTRACTOR PERSONNEL

Kellogg will attend a meeting with the contractor and State representatives to obtain the contractor's explanation of the issues and the basis for the contractor's entitlement, delay and damage calculations. We anticipate that the contractor will present a formal explanation of his claim followed by a question and answer session to clarify our understanding of his position.

TASK 4 - PROBLEM IDENTIFICATION ROUNDTABLE

Kellogg and the State's key project participants will conduct a one-day review and brainstorming session to develop a comprehensive list of all problems and delays alleged by the contractor to be caused by the State as well as contractor-caused problems and delays on this project. Recognizing that some of these problems may have already been addressed in approved change orders, we have found that a roundtable can develop a comprehensive list of compensable problems and delays which may not already have been recognized at this time or at least will develop a better understanding of the chronology of the project and what went wrong. This understanding will ensure that all significant impacts and delays related to changes in the project scope or problems caused by the contractor can be incorporated into the damages and schedule evaluation. During this roundtable, we will also want to identify any potential problems with the contractor's original bid price that may have ultimately affected project performance as well as noncompensable execution problems which are the sole responsibility of the contractor. Cost overruns related to bid errors and noncompensable problems must be addressed in an objective analysis of damages.

Based on the development and understanding of all issues, an objective assessment of problem entitlements, delays to the project schedule, cause-effect relationships, and damages will be made by Kellogg and used as the basis for recommending an equitable contract adjustment.

TASK 5 - REVIEW DOCUMENTATION SYSTEM AND IDENTIFY OTHER DOCUMENTS FOR REVIEW

Kellogg will review the ODOT's project records to identify any additional correspondence, reports, field records or other information that will be useful in our preliminary assessment of entitlements and damages. This effort will also enable Kellogg to recommend a cost-effective approach to a data base management system for potential later use in litigation should that be necessary.

TASK 6 - CONDUCT INTERVIEWS OF KEY ODOT PERSONNEL

Kellogg will interview approximately two to four ODOT project personnel to ensure and clarify our understanding of the project chronology and problems. Each interview session will last approximately two to four hours.

TASK 7 - VISIT THE SITE

Kellogg personnel will travel to the project site to evaluate the construction operation and problems. If a project field office still exists, Kellogg will interview project personnel and review the documentation which may or may not be located in the home office files.

TASK 8 - ASSESS ENTITLEMENTS FOR INDIVIDUAL CLAIMS

Based on the information obtained from review of the project documentation, interviews, site visits, and the problem identification roundtable, Kellogg will prepare its assessment of the entitlements related to the various equitable contract adjustments being requested by the contractor.

TASK 9 - REVIEW PROJECT CPM SCHEDULE (BASELINE AND UPDATES)

Kellogg will review, on a preliminary basis, the project CPM schedules to assess the delay, loss of productivity, and/or acceleration claims made by the contractor.

We will evaluate the level of detail in these schedules, the detail of the CPM network activities affected by the delays and impacts, and the accuracy of the schedule updates to represent a supportable, as-built schedule. We will also evaluate the reasonableness of the contractor's as-planned schedule and his construction methods.

TASK 10 - REVIEW PROJECT COST RECORDS/SUMMARIZE DAMAGES

Kellogg will review the project cost records and prepare an overall project damage analysis matrix to determine if the damages incurred by the contractor can be supported. We will assess the loss of productivity and extended overhead damages alleged by the contractor in concert with the representations made by the schedule analysis.

TASK 11 - PREPARE WRITTEN REPORT OF FINDINGS

Kellogg will prepare a draft written report incorporating the findings and recommendations resulting from our analysis effort.

TASK 12 - PRESENT FINDINGS TO ODOT REPRESENTATIVES AND COUNSEL

The Kellogg team will meet with ODOT representatives and counsel to discuss the overall findings related to entitlements, damages, schedule assessment, and the adequacy of documentation to support or defend against the contractor's claim in litigation, should a settlement not be achieved.

TASK 13 - PREPARE FINAL REPORT

After receiving the review comments on the draft report, Kellogg will prepare a final report. The final report will provide a basis for recommendations for settlement of the claim.

TASK 14 - PROJECT MANAGEMENT

This task incorporates Kellogg's anticipated project management time for coordination with counsel and ODOT on project tasks, resources, telephone communications, logistics, progress meetings, etc.

ATTACHMENT "A"

SCHEDULE

First Meeting in Portland. This would be a one-and-one-half to two-day meeting wherein Tasks 1, 2, 3, 4 and 7 would be accomplished.

Second Meeting in Portland. This would be a two-and-one-half to three-day meeting wherein Tasks 5 and 6 would be accomplished. During this visit key documents would be identified for ODOT to copy and deliver to Kellogg.

Kellogg Working in Denver. Upon receipt of copies identified above, Kellogg would perform Tasks 8, 9 and 10.

Third Meeting in Portland. This would be a two-and-one-half to three-day meeting to discuss Kellogg's observations resulting from analyses performed in Tasks 8, 9 and 10.

Kellogg Working in Denver. Kellogg would perform Task 11 and send the draft report to ODOT for review.

Fourth Meeting in Portland. This would be a one-and-one-half to two-day meeting wherein Task 12 would be performed.

Kellogg Working in Denver. Kellogg would perform Task 13 and send final report copies to ODOT.

Draft Report - 60 calendar days from notice to proceed.

Final Report - Will be submitted within 15 calendar days after receipt of Department's response to the draft report.

PROJECT ORGANIZATION

James E. Kelley, P.E. will be assigned as Project Executive/Manager. The Project Executive/Manager will be the primary client contact and will be responsible for the overall execution, detailed analysis and quality of work.

5.25

Exhibit "A"

Construction Claims Analysis

	Base Rate,	+	Overhead, (238%)	+	Fixed Fee (10%)	=	Specific Rate
Project Executive/ Manager	37.65		89.61		12.73		$140
Graphics Support	14.79		35.20		5.00		$ 55
Technical, Clerical and Secretarial Support	10.75		25.59		3.63		$ 40

ESTIMATED COSTS

	Hours	x	Specific Rate	=	Amount
Project Executive/ Manager	160		$140		$22,400
Graphics Support	27		$ 55		$ 1,485
Technical, Clerical and Secretarial Support	30		$ 40		$ 1,200
			SUBTOTAL	=	$25,085

Expenses

Air Fare	4 (round tripe-Denver/Portland)	x $600	=	$ 2,400
Per Diem	12 days	x $ 55 ✓	=	$ 660
Ground Transportation (maximum mileage allowable 23¢/mile)			=	$ 600
Miscellaneous				$ 350
		SUBTOTAL	=	$ 4,010
		TOTAL BUDGET	=	$29,095

CERTIFICATION OF CONSULTANT

I hereby certify that I am the (title) and duly authorized representative of the firm of , whose address is , and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract.

(b) agree, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the State Highway Division, and is subject to applicable State and Federal laws, both criminal and civil.

5/5/89
DATE

SIGNATURE
E V CARLSON JR
Senior Corp. V.P.

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of the Oregon State Highway Division, Oregon, and that the above consulting firm or his representative has not been required directly or indirectly as an express of implied condition in connection with obtaining or carrying out this contract to

(a) employ or retain, or agree to employ or retain, any firm or person, of

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

5/23/89
DATE

SIGNATURE

EXHIBIT "C"
Page 1 of 6

Oregon State Highway Division

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

As a supplement to this proposal, the consultant on this project shall complete the following certification with regard to current involvement in any debarments, suspensions, indictments, convictions, and civil judgment indicating a lack of business integrity.

C.V. Carlson, Vice President,
(Name and Title of Authorized Representative of Consultant)

being duly sworn and under penalty of perjury under the laws of the State of Oregon, certifies that, except as noted below,

Kellogg Corporation,
(Name of Firm)

certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

EXHIBIT "C"
Page 2 of 6

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION
Page 2

Where the consultant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. (For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.)

Exceptions will not necessarily result in denial of award, but will be considered in determining consultant responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The consultant is advised that by signing this contract the consultant is deemed to have signed this certification.

EXHIBIT "C"
Page 3 of 6

Oregon State Highway Division

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the consultant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Oregon State Highway Division's determination whether to enter into this transaction. However, failure of the consultant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the Division determined to enter into this transaction. If it is later determined that the consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Division may terminate this transaction for cause of default.

4. The consultant shall provide immediate written notice to the Division to whom this proposal is submitted if at any time the consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Division's Program Section (Tel. (503) 378-6563) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The consultant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Division or agency entering into this transaction.

7. The consultant further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Division entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Division may terminate this transaction for cause or default.

RET:pf:1-6-89

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agreed by submitting this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT "D"

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

I, the undersigned, being first duly sworn,

Check one:

______ hereby certify under penalty of perjury that I am not in violation of any Oregon tax laws.

✓ authorized to act in behalf of Kellogg Corporation ______, hereby certify under penalty of perjury that Kellogg Corporation is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, 'Oregon tax laws' are ORS Chapters 118, 119, 314, 316, 317, 318, 320, 321, and 323 and Sections 10 to 20, Chapter 533, Oregon Laws, 1981, as amended by Chapter 16, Oregon Laws 1982 (first special session); the Homeowners and Renters Property Tax Relief Prorgam under ORS 310.630 to 310.690; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

Name: x

Printed Name: C V CARLSON JR

Title : Senior Corp. V.P.

Date : 5/5/89

CONTRACTOR SELECTION AND JUSTIFICATION STATEMENT

1. (complete either a or b)

   a. SINGLE SOURCE:

   What unique characteristics does this vendor possess that make it a sole source?

   Contract amount is based on reasonable hourly/daily rates for similar personal services. List service and rate.

   Service: ______ Rate $______ ______ (hour/day)

   -or-

   Contract amount is based on other factors as explained below or on attached memo:

   b. MULTIPLE SOURCES:

   What individuals, agencies, or firms were contacted and what were their cost estimates?

Kellogg Corporation (Contractor selected)	$30,000.00
O'Brien-Kreitzberg	$30,000.00
Trauner Consulting Service	$30,000.00
The ARKHON Corporation	$30,000.00

   How was the contract price determined? (Check the applicable box.)

   X Lowest cost estimate received from interested contractors.

   ___ Contractor other than lowest cost. Provide justification which shows why services are worth more than lowest bidder.

2. Is the contractor required to follow specific routines or schedules?

Yes

Is the contractor to be given instructions on how the work is to be done other than plans and specifications of the agency? No

3. What type of employment is the contractor normally engaged in? Part time ______; Full time Yes; Particular project(s) _____.
What type of work does the contractor usually perform?

4. Does contractor hold itself out to the public as available to do work of this nature? Yes If "no," explain.

5. Justification for the need to enter into this personal service contract.

____ The specialized skills, knowledge, and resources are not available within the agency.

____ The work cannot be done in a reasonable time with the agency's own work force.

X An independent and impartial evaluation of a situation is required.

____ This is a grant to a public agency.

____ It is less expensive to contract for the work.

ED:BAM
6-18-85
0115 (2)

1748

FEDERAL-AID PROJECT #IX-9300(10)

See Contract No. 10,134

NW Glisan St.-NW Couch St. (Ptld.) Sec. (Grad., pav., str., sign., ill., sigs., ldscp.)

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Actions Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission, I approved all the actions listed below and report this action for your official records:

1) On April 4, 1989, approved a contract with the Federal Highway Administration for the State to furnish all necessary facilities, materials, and personnel and to perform all services necessary to conduct a study entitled, "Evaluation of the Indirect Tensile Test for Determining the Structural Properties of Asphalt Mix". (Approved by Duane Christensen for the State Highway Engineer.)

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

2) On May 23, 1989, signed a personal service contract with Kellogg Corporation for construction claims analysis regarding the Steel Bridge and Ramps Project in Multnomah County. The contract covers the period May 25 to December 31, 1989, at an estimated cost of $30,000. (Approved by Chairman Hollern on January 24, 1989.)

3) On May 26, 1989, approved Supplement No. 2 to a personal service contract with Arlene Landry providing writing and editorial services for the State Highway Engineer's Office. This supplement increased the total consideration by $1,000 to a new sum not to exceed $10,000 and extended the completion date of the contract until July 31, 1989.

4) On May 23, 1989, established a 50 MPH speed zone in the City of Sisters from M.P. 99.80 to M.P. 99.96 on the Santiam Highway in Deschutes County. (See "Speed Zone Order No. 971.")

5) On May 26, 1989, adopted Speed Zone Order No. 972 covering the following sections on the Succor Creek Highway No. 450 in Malheur County:

   25 MPH from M.P. 0.41 to M.P. 0.49
   45 MPH from M.P. 0.49 to M.P. 0.74.

   Rescinded Speed Zone Resolution No. 437 dated January 30, 1964.

6) On May 31, 1989, signed Supplement No. 1 to an interagency agreement with Oregon State University for a study to evaluate polymer modified asphalt in hot mix pavement. This supplement extends the ending date of the agreement from June 30, 1989, to November 30, 1989. (Approved by the Transportation Commission January 20, 1988.)

7) On June 5, 1989, signed a personal service contract with J. Richard Forester for completing the Oregon Throughway Laws Study. This is the second contract with Mr. Forester. The original contract expired March 31, 1989, with only one-half of the work completed. This contract allows the consultant to complete the original work scope for the originally agreed cost not to exceed $30,000. The remaining consideration is $14,700. This contract covers the period June 15 to December 31, 1989. (Bill Anhorn signed for State Highway Engineer. Approved by Chairman Hollern May 9, 1988.)

8) On June 6, 1989, approved an emergency contract with Bohemia to remove a leaking fuel tank at the Reedsport Fueling Station in Douglas County. The estimated cost for this emergency work is $13,500.

Three quotes were obtained for the removal with the low bid being under the $10,000 limitation. However, the low bidder withdrew his bid due to requirements by the Department of Environmental Quality. The second low bidder, Bohemia, was contacted and found to be ready to proceed.

I determined that this contract to remove the fuel tank needed to be accomplished immediately to protect the health and safety of the traveling public. Due to the emergency nature of the situation, time was not available to formally obtain bids.

9) On June 13, 1989, approved an agreement with the California Department of Transportation covering inspection and testing of highway materials for the California Transportation Laboratory. This agreement covers the period July 1, 1989, to June 30, 1990.

10) On June 13, 1989, approved a cooperative fencing agreement with the Division of State Lands for installing a fence on the Lakeview-Burns Highway between M.P. 28.5 - 34.0. The Highway Division purchased 865 steel fence posts not to exceed $1,860 in cost. Work shall be completed no later than September 30, 1989.

11) On June 13, 1989, approved a personal service contract with Benz Air Engineering Co. for design of a dust collection system for the Highway Materials Laboratory. The contract covers the period June 13, 1989, to June 30, 1990, at a cost not to exceed $8,000.

12) On June 13, 1989, signed Supplement No. 3 to a personal services contract with Koch, Sachs, Whittaker, Aanderud Architects for preliminary engineering/design services for the Highway Materials Laboratory Building in Salem. This supplement revised the scope of services to accommodate the rejection of the original bid and rebid. It also amends the project cost from a lump sum amount of $98,780 to a new lump sum amount of $101,680. (Approved by Transportation Commission April 19, 1988.)

13) On June 14, 1989, signed a personal service contract with Hardesty & Hanover for construction engineering services covering the South Slough (Charleston) Bridge on the Cape Arago Highway in Coos County. The contract begins upon approval of the Department of General Services and ends on June 30, 1992, at a cost not to exceed $347,150. (William Anhorn signed for State Highway Engineer. Approved by Transportation Commission on February 21, 1989.)

14) On June 16, 1989, adopted Speed Zone Order No. 973 covering the following sections on Farmington Highway No. 142 in Washington County:

45 MPH from M.P. 4.08 to M.P. 5.23
40 MPH from M.P. 5.23 to M.P. 8.77

Except that the following sections, the designated speed shall be 20 MPH when children are present, as per provisions of Subsection 2.c. of ORS 811.105:

From M.P. 5.75 to M.P. 5.91
From M.P. 7.19 to M.P. 7.42

Rescinded Speed Zone Order No. 791 dated November 17, 1978. (Approved by Bill Anhorn for State Highway Engineer.)

15) On June 23, 1989, signed Supplement No. 2 to personal service contracts with Spencer B. Gross, Inc., and David C. Smith & Associates for aerial mapping services. These supplements extend the completion date of the contracts from June 30, 1989, to June 30, 1990, and increase the consideration of each by $50,000 for a total cost of $150,000 for each contract. (Transportation Commission approved May 16, 1989.)

16) On June 23, 1989, signed Supplement No. 1 to a personal service contract with Cooper Consultants, Inc., for engineering services on the 209th Ave.-Murray Blvd. Section of the Farmington Highway in Washington County. This supplement increases the consideration by $10,000 to a total of $410,414.07 for expanded services. (Transportation Commission approved July 22, 1986.)

17) On June 23, 1989, signed Supplement No. 1 to a personal service contract with PAT Equipment Corporation, Inc. for a Low-Cost Weigh-in-Motion systems Experimental Project. This supplemental agreement extends the completion date of the contract to December 31, 1989. (Approved by Transportation Commission May 17, 1988.)

18) On June 23, 1989, approved a private party agreement with Joe Thomas for construction of an all-terrain vehicle practice range at Crawford Point near Coos Bay in Coos County. The project period covered by this agreement is April 1, 1989, to January 1, 1990. The Highway Division has agreed to pay $8,500, or 100 percent of the total project costs, whichever amount is less.

19) On June 26, 1989, approved a letter of agreement with the Public Utility Commissioner for renting space in the Cascade Locks weigh station.

20) On June 29, 1989, signed a supplemental agreement with Gossard-Pyron Associates for Team Building in Region 5. This supplement extends the authorized contract time from June 30, 1989, to December 31, 1989, and increases the contract costs by $8,000. (Chairman Hollern approved supplement June 15, 1989.)

21) On June 29, 1989, approved Supplement No. 3 with Wilsey & Ham Inc. covering preliminary engineering on the Columbia City NCL-Warren Section of the Lower Columbia River Highway. This supplement extends the contract time by 154 days to December 1, 1989.

Dated this 12 day of July, 1989

Donald E. Forbes, State Highway Engineer

7-10-89

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
AGR

TO: Don Forbes
State Highway Engineer

DATE: May 22, 1989

FROM: Cam Gilmour, Manager
Program Section Cam

SUBJECT: Personal Service Contract
Construction Claims Analysis
Kellogg Corporation
Willamette River (Steel Bridge and Ramps)
Contract No. 9782

Attached for your approval are three properly executed copies of a personal service contract for the subject project. Kellogg Corporation will analyze and give their recommendations in a final report for settlement of the claims. The maximum amount to be paid the consultant for these services is $30,000.00. The high overhead rate charged by this company has been reviewed. Offsetting this rate is the comparatively low hourly rate charged. Consequently, total compensation is in line with what other firms submitting proposals would have charged.

This agreement was approved by Chairman Hollern ~~the Oregon Transportation Commission~~ on January 24, 1989, at which time the State Highway Engineer was authorized and directed to sign said agreement for and on behalf of the Commission. Said authority is set forth in the records, Minute Book of the Oregon Transportation Comission.

I recommend approval.

RET:bkw
Attachment

RECEIVED
MAY 23 1989
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

TO: Oregon Transportation Commission

SUBJECT: Report of Actions Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority, and acting in accordance therewith for the Commission, I approve the actions listed below and report this action for your official records:

1) Grant authorization to State Highway Engineer to enter into a personal service contract to hire an engineering consultant to review and evaluate a contractor's claim for additional compensation on the Steel Bridge and Ramps Project in Portland, Pacific Highway West, Multnomah County (Contract No. 9748) and to provide recommendations to assist in resolution of the matter. The estimated cost of this contract is $30,000. (Authorize State Highway Engineer to sign agreement.)

2) Agreement with the City of Forest Grove to provide for the construction of a traffic signal at the intersection of the Tualatin Valley Highway at Maple Street. The project will be financed 100 percent by the City, with no expense to the State. (Authorize State Highway Engineer to sign agreement.)

Dated this 24 day of January, 1989

Michael P. Hollern, Chairman
Oregon Transportation Commission

1/18/89

APPROVED
STATE HIGHWAY ENGINEER
Date 1/20/89

STATE OF OREGON

Highway Construction 378-6318

INTEROFFICE MEMO

FILE: CON 5
9748

TO: William Anhorn
Deputy State Highway Engineer

DATE: December 30, 1988

Ken Husby

FROM: Kenneth E. Husby
Construction Engineer

SUBJECT: Proposed Personal Services Agreement
Engineering Consultant
Steel Bridge and Ramps
Contract No. 9748

The above contract provided for the remodeling and repair of the Steel Bridge and approaches, the construction of the First Avenue and Holladay ramps, the installation of light rail tracks, and other incidental work. The contract work is complete and the contractor has submitted a claim for $1,530,758.00 in additional compensation.

Highway Division staff engineers have evaluated the contractor's claim and have met with him a number of times in an effort to resolve the matter without success. An impasse has been reached.

In order to assist the Highway Division in further negotiations and/or to prepare for litigation, I propose to retain a qualified engineering consultant to review and evaluate the contractor's claim and to provide recommendations to assist in the ultimate resolution of this matter. The engineering consultant will be selected through the normal personal services contracting process. The estimated cost of this contract is approximately $30,000.00.

Upon your concurrence, please forward to the State Highway Engineer for his approval. After approval by the SHE, please forward this request on to Commission Services to obtain Chairman Hollern's approval to enter into this personal services agreement and authorization for the SHE to sign the necessary contract documents.

KH:OBJ:mk

12285m

APPROVED

STATE HIGHWAY ENGINEER

Date 1/9/89

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orig. to: Commission Services
cy to. Ken Husby
Cam Gilmour
Ed Marges
Don Adams

81-125-1387

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

May 30, 1989

In Reply Refer to
File No.:

9748

James E. Kelley, P.E.
Kellogg Company
26 West Dry Creek Circle
Littleton, CO 80120

RE: Project Kick-off Meeting (Task 1)
Consultant Construction Claim Analysis
Willamette River (Steel Br. and Ramps)
Contract No. 9748

This letter is written to confirm the time and place for the project kick-off meeting for the subject construction claim analysis by your firm.

TIME: 9:30 am
DATE: June 5, 1989
LOCATION: Conference Room
OSHD-Glisan Complex
5821 NE Glisan
Portland, OR

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The following is a brief agenda for our meeting.

I. Introductions
II. Purpose and Scope-Ken Husby
III. Consultant Work Plan-Jim Kelley
IV. Adjourn
V. Work Session Following Adjournment: Kelley, Harwood, Howard

We are looking forward to seeing you on the 5th of June. Please call me if you have any questions.

S Littrell

Steve Littrell
Contract Claims Coordinator

SL:sw

cc: Franklin Drake
Donald M. Drake, Co.
Ken Husby
Bryant Jackmond
Ken Karnosh
Wayne Cobine
Al Harwood
John Howard

bc: Bill Anhorn

AN EQUAL OPPORTUNITY EMPLOYER

1741

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

In Reply Refer to File No.:
CON 5
9748

May 17, 1989

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Franklin Drake, President
Donald M. Drake Co.
1740 NW Flanders St.
Portland, OR 97209-2283

RE: Steel Bridge and Ramps
Contract No. 9748

7

Dear Frank:

I want to follow-up on my May 10, 1989, meeting with you, Pete Ebert, Don Forbes, and Bill Anhorn in my office. You hand delivered a letter dated May 3, 1989, in which you expressed several concerns regarding the claims consultant we hired for the steel bridge project claim analysis.

I will comment on the points of concern in your letter in the order you presented them:

1. The consultant will examine both the issues of entitlement and quantum. We will not share our analysis of DMD's claim with the consultant nor will we disclose any settlement offers made by either side. We will, of course, furnish the consultant any of DMD's corrections to the DMD claims.

2. You are correct that I want and expect an impartial objective opinion from the consultant. Our objective in retaining Kellogg is to obtain the best expert advice available as to the merits of the DMD claim. We intend to use the consultant report as a basis of continued discussions with you concerning the DMD claim and to resolve the issue, if possible, short of court. I have previously mentioned, we intend to discuss the consultants pertinent findings and conclusions with you but we do not intend to provide you with the consultant's final report. I sincerely believe this prudent position is in the best interest of the Oregon taxpayer.

Steve Littrell will be the project coordinator for the consultant study; he is an experienced member of our staff and has not been involved previously in the Steel Bridge claim. Obviously, the consultant will have to work closely with State personnel as well as well as Donald M. Drake personnel in order to review the necessary files and obtain copies of relevant data.

You mentioned that Kellogg Company would present a strong bias in favor of the State and Tri-met, and therefore you objected to their selection. After examining the selection process and interviewing the five member selection committee, I must simply disagree with you. I see no conflict of interest in the selection of Kellogg as our consultant. We solicited proposals from a rather extensive list of consultant firms and received thirteen proposals. A five member selection committee reviewed all proposals and selected three firms to interview. Kellogg was selected because the committee felt it was the best qualified firm for this project. Kellogg is being hired by the State--not Tri-met. The State is paying 100 percent for the consultant study. We have not informed the consultant of the source of funds that would have to pay for Drake's claim nor do we intend to do so. We want the consultant to evaluate the DMD claim and give us an opinion of the amount of added compensation due Drake. The consultant is not being asked to assign cost responsibility among the funding parties. For these reasons, I cannot agree that the State should further delay the process by selecting another consultant.

Finally, you should keep in mind that the consultant reports and findings will be used by the Construction/Maintenance Engineer as a basis of continued discussion.

I will keep you informed of the consultant's schedule.

Sincerely,

Kenneth E Husby

Kenneth E. Husby
Constuction/Maintenance Engineer

KH:sw

cc: Don Forbes

05153s

DRAKE
GENERAL CONTRACTOR

DONALD M. DRAKE COMPANY
1740 NORTHWEST FLANDERS STREET
PORTLAND, OREGON
97209-2283
503 226-3991
503 228-3019 FAX

May 3, 1989

RECEIVED
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MAY 10 '89
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Ahlborn
FOR

Mr. Kenneth E. Husby
Construction Engineer
Oregon State Department of Transportation
1158 Chemeketa Street
Salem, Oregon 97310

Subject: Steel Bridge and Ramps, Contract 9748

Dear Ken:

On April 6, you, Pete Ebert, and I met in your office and discussed a number of the concerns I had regarding the variations in the RFP, with the understanding we had developed through prior discussions with you. We also discussed your letter of March 22 and concluded that, based on the time schedule set forth in that letter, it would be September 1989 before we could expect to receive an equitable settlement in total. This would mean an almost nine-month delay from the December 1988 meeting at which time you made an offer and we presented a counter-offer, which was followed by several more discussions and meetings to determine the best way to resolve the differences.

At the April 6 meeting, I suggested, in view of the length of time it was taking to bring this matter to an equitable resolution, that you give consideration to a two-part settlement: Part A called for a full payment now of your offer to settle the matter, as set forth at the December 29 meeting and stop the interest tolling on the claim to that extent. Part B would include the review of the consultant's input by you with us and hopefully conclude the negotiated additional sum to totally resolve this claim on an equitable basis. On April 17, you called and declined to consider this option but would take another look at the number of days of compensable delay, the disruption costs for deck-forming operations, the application of the Eichleay formula to unabsorbed Home Office overhead and interest costs, with the thought in mind that the parties may be able to achieve a negotiated settlement without utilizing the consultant, other than on the Eichleay matter and thereby lessen the burden to the Drake Company of the protracted wait. (Remember, the full request for time extension was submitted on June 24, 1986, and a prompt response was promised by the State. The claim dollars were fully detailed in our submission of February 12, 1988.)

DONALD E. FORBES

If you have taken the opportunity to revisit these issues since our April 17 phone conversation, we would like the opportunity to meet with you to try and arrive at a compromise solution.

Further, since the RFP does not, on the face of it, track with your explanations of your intent, we are outlining below our understanding of your intent as a result of the questions we raised and the answers you gave at our meeting on April 6:

1. Regarding the subject of entitlement, you agreed that it did exist and, from your point of view, the purpose of the consultant was to determine what is the equitable amount between the State's December offer of $570,000, without Cooney, and DMD Company's offer to settle its $1,571,000 claim for $1,033,000.

2. We disagreed that your consultant's report should be treated as confidential and prepared in anticipation of possible litigation, as this concept was contrary to the spirit and intent of using a consultant. We offered to reimburse the State for half the consultant's costs, providing a competent, impartial construction consultant was selected and the full information was available to both parties to help resolve the matter. You indicated that you wanted an objective, impartial opinion from the consultant and that you did not have any intention of seeing this matter go to litigation, and you would be willing to share his conclusions and rationale for them with us, but probably not his work product.

   We asked you to clarify what was meant by the language in XI, paragraph C of the RFP, where it states "The Division will award a contract to the consultant whose proposal provides the most advantageous work product to the Division." You indicated this was pretty much standard boiler-plate wording from the Department and that it pertained to the proposal comparison process, rather than the one whose work product might allow the contractor the least amount on his claim. You also indicated that the project coordinator on the project would not be any of the State employees previously involved with the Contract administration or claims negotiation on this project.

I learned, from Pete on Friday, April 21, that the State intends to hire the Kellogg Company as its consultant. It is also my understanding that the Kellogg Company is already a consultant to Tri-Met in connection with other claims against Tri-Met on the light rail project. Because you have indicated Tri-Met may be responsible for a portion of our claim against the State, we do not believe your selection of the Kellogg Company will facilitate an unbiased objective opinion on the matter, but rather a strong bias in favor of the State and Tri-Met. We, therefore, object to their selection and request that you select a competent consultant who has represented neither the State, Tri-Met, nor DMD Company.

We request a meeting with you and Don Forbes to see if this entire matter can be compromised and resolved without further delay.

NOTE: Don and Ken met w/ F. Drake on 5-10-89.

Yours very truly,

DONALD M. DRAKE COMPANY

Franklin

Franklin G. Drake
President

FGD:am

cc: Mr. Don Forbes

STATE OF OREGON **INTEROFFICE MEMO**

HIGHWAY DIVISION **PRO**

TO: Don Forbes
State Highway Engineer

DATE: April 19, 1989

FROM: Bill Anhorn WA
Deputy State Highway Engineer

SUBJECT: Technical Review Recommendations for
Consultant Services
Construction Claims Analysis

The Selection Review Committee, consisting of Wayne Cobine, Lynn Swartz of Tri-Met, John Howard, Kamal Kamadoli and O. B. Jackmond, reviewed proposals for O'Brien-Kreitzberg & Associates and Kellogg Corporation. The claims under review are from the contract to remodel and repair the Steel Bridge and approaches. The selected consultant will review and evaluate the contractor's claim and provide recommendations to assist in the resolution of this matter. The maximum value of the contract will be $30,000.*

* Don - Chairman Hollern has already approved contract amount (1st step) This is "kinda" the 2nd step in process, requesting your concurrence of consultant selection

Proposals were evaluated, judged and ranked according to the criteria listed in the Request for Proposal. In addition, oral presentations were made to the committee on April 17, 1989. Following is a summary of the committee's analysis of the two consultants' proposals and oral presentations.

O'Brien-Kreitzberg

O'Brien-Kreitzberg made a good oral presentation. The answers to the committee's questions were, for the most part, complete, well detailed and responsive. One factor for not choosing O'Brien-Kreitzberg was the type of involvement the project manager would have in the gathering of information versus staff members. They proposed to rely heavily on staff to assemble the data with what appeared to be minimal project manager involvement.

Kellogg

The proposal from Kellogg was thorough and provided key responses to the committee's questions. The factors for choosing Kellogg were that they offered a seasoned principal, good involvement by the principal in researching and analyzing the claim (nearly twice that of O'Brien-Kreitzberg) and excellent expert witness experience.

The committee is unanimous in recommending that the Highway Division enter into personal service contract negotiations with Kellogg Corporation.

If you approve of this selection, please sign and return to Bob Thompson for processing of the Personal Service Contract.

cc Cam Gilmour
Bob Thompson

RET:pk sl

APPROVED
STATE HIGHWAY ENGINEER
Date 4/26/89

81-125-1387

J

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

DATE: April 3, 1989

In Reply Refer to
File No.:
CON 5
9748

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

O. B. Jackson
FROM: For Kenneth E. Husby
Construction Engineer

Federal-aid Project
No. IX-0000(LRT)

SUBJECT: Request Change Order Approval

Contract 9748, Price Agreement Nos. 49, 50 and 51
Project Willamette River (Steel Bridge and Ramps)
Highway Pacific Highway West
County Multnomah

The attached Price Agreements are for settlement of three outstanding claims on this project.

Price Agreement No. 49 is in the amount of $18,500.00, with federal participation under group 31 amounting to $18,500.00 or 100 percent.

Price Agreement No. 50 is in the amount of $120,000.00, with federal participation under group 21 amounting to $73,465.00, and under group 31 amounting to $46,535.00 or 100 percent.

Price Agreement No. 51 is in the amount of $1,500.00 with federal participation under group 21 amounting to $1,500.00 or 100 percent.

In summation, the total cost of these orders is $140,000.00, with federal participation under group 21, $74,965.00, and under group 31, $65,035.00, totalling $140,000.00 or 100 percent.

An explanation of the claims by Mr. Al Harwood is attached for your information.

Your formal concurrence in these change orders is requested.

Please contact this office if you need additional information.

SL:mk

Attach.

cc: Bill Anhorn
Don Adams

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9748 J

March 1, 1989

CON 5 - 9748

United Pacific Insurance Co.
33405 8th Avenue S., C-3000
Federal Way, WA 98003

Reliance Insurance Co.
P. O. Box 5669
Portland, OR 97228

A post-final payment for $140,000.00 will be made to Donald M. Drake Company on Contract No. 9748 for work on the Light Rail Project of Pacific Highway West in Multnomah County as soon as the warrant is prepared.

The total amount paid on this contract will be $9,603,562.61 including the post-final payment. Of the total, $500,961.82 is for force account.

Fran Neavoll
COMMISSION SERVICES

cv

cc: Donald M. Drake Company
1740 N. W. Flanders
Portland, OR 97209

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

bc: Kenneth E. Husby
Thomas D. Lulay
Don Adams

9748

1859
NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

February 3, 1989

In Reply Refer to
File No.:
CON 5
9748

Donald M. Drake Co.
1740 NW Flanders St.
Portland, OR 97209

Attn: Franklin Drake

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Re: Steel Bridge and Ramps
Contract No. 9748

7

Dear Mr. Drake:

This is in response to your letter of January 24, 1989.

During our meeting with you on December 27, 1988, you suggested that the Division retain a consultant to advise the Division in the evaluation of your claim on the above project. We agreed to seek approval to retain a consultant and approval has now been obtained. We also advised you that the consultant's final report to the Division would not be made available to you since we could only justify the cost of such a review and study as preparation for possible litigation. My letter of January 17, 1989, affirmed my understanding of our agreement.

Your letter of January 24, 1989, proposes a significant departure from our discussion on December 27, 1988. After careful consideration, we do not feel that it would be productive to jointly hire a consultant to review this matter. Such an arrangement would amount to non-binding arbitration and would probably not satisfy either of us. I do not feel a consultant can serve two masters.

The Division would sincerely like to resolve your claim short of litigation. If an outside consultant can assist in this effort, I'm all for it. However, the prudent use of public funds seems to indicate that the outside consultant be employed by the Division to provide open, candid comments and advice to the Division on the merits of your claim. Further, if the claim is not settled, the consultant's advice will remain available to the Division for use in litigation.

As stated in my January 17, 1989, letter, we do intend to use the consultant's findings and advice in our continuing negotiations with you and to share with you the consultant's significant findings.

We are preparing a "Request for Proposals" and will be sending it to a number of qualified firms in the near future. One thing we intend to include is a requirement for the consultant to provide you an interview opportunity to discuss and explain your claim.

You requested a meeting with Mr. Forbes and me to discuss expediting the resolution of your claim. It would not appear that such a meeting would be productive at this time. We will do our best to expedite the selection of a qualified consultant, get his input, and proceed with negotiations.

Sincerely,

Kenneth E. Husby

Kenneth E. Husby
Construction/Maintenance Engineer

KEH:mk

cc: Donald E. Forbes

02021m

DRAKE

DONALD M DRAKE COMPANY
1740 NORTHWEST FLANDERS STREET
PORTLAND, OREGON
97209
CONTRACTORS/DEVELOPERS
503 226-3991

January 24, 1989

Mr. Kenneth E. Husby
Construction Engineer
Department of Transportation
1158 Chemeketa Street
Salem, Oregon 97310

Subject: Steel Bridge and Ramps
Contract 9748

Dear Ken:

We are in receipt of your letter dated January 17.

As mentioned at our last meeting, we believe if we are to continue settlement discussions in the spirit of open negotiations without creating an adversarial situation, a qualified consultant's full report must be made available to us for review and comment.

We believe a more reasonable approach to the situation would include the following provisions:

1. The parties agree on a selection of a qualified consultant and the scope of his work.
2. The selected consultant shall report his opinion and/or comments to both sides.
3. The parties would share equally in the costs of the report.
4. Neither party would be bound by the consultant's opinion; however, it should be useful to both sides to receive an unbiased consultant's advice as to the equitable amount of the claim, given the facts and circumstances of the project.

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cy - Anthony (lgi)
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I would like to meet with you and Don Forbes to see if we can reach a reasonable method for expediting the resolution of this long outstanding claim. Please set a time convenient to both of you during the week of February 13.

Yours very truly,

DONALD M. DRAKE COMPANY

Franklin

Franklin G. Drake
President

FGD:am

cc: Mr. Don Forbes, Highway Engineer
Mr. Peter deC. Ebert, DMD

Revised Memo.

J

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CONSTRUCTION SECTION

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CLAIM STATUS 1-3-89

WILLAMETTE RIVER(STEEL BRIDGE)

Settlement agreements have been reached on all claims submitted during the course of contract work. The agreements reached have settled claims totaling over $600,000. The remaining issues, presented to the State in a letter dated Feb. 28, 1988, involve costs claimed for loss of efficiency and added costs associated with later than anticipated completion of the project. Also in dispute is the assessment of liquidated damages which accrued as a result of the contractor's failure to complete portions of the work within the specified or extended time for completion.

LOSS OF EFFICIENCY

Contractor's claim:

The contractor's claim is for increased costs for forming the deck and sidewalks.

Basis of claim, cost derivation and amount:

The contractor contends the state's failure to grant time plus extensive extra work forced him to accelerate and caused disruption of the deck forming operation increasing unit costs. The claimed amount is derived by comparing reported costs for forming the impacted portion of the deck with the costs for the Glisan ramp which was unaffected by extra work. The added costs are claimed to be the result of larger, less efficient crews, stacking of crafts, disruption due to added work, extended hours and conflicts with sub contractors in a restricted work area.

The contractor claims the unit cost of forming the impacted portions of the deck was approximately 3 times the cost of forming the Glisan ramp deck.

State Response:

The extra work had little effect on the productivity of the crews forming the deck. There may have been some additional costs incurred in an effort to accelerate the work. The contractor was responsible for some of the delays which generated the need for acceleration so responsibility for those costs can be questioned.

The contractor's approach to establishing the added costs is valid only if the work is comparable in difficulty and conditions are the same. The Glisan ramp work was not representative of the other areas formed.

We also feel that preparatory work was accomplished in advance of the recording of costs for forming the Glisan Ramp. Prior to starting work on the Glisan ramp, the contractor made the decision to compare forming costs for

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use in support of a claim. The contractor did not advise the state of the pending claim or planned comparison thus the state was denied the opportunity to verify the accuracy of the records.

State position:

A claim involving some efficiency loss would likely be given favorable consideration but a claim that deck forming costs were tripled as a result of changed work is not realistic.

DELAY COSTS

Contractor's Claim:

The contractor claims greater than expected time on the project due to delays for which he assigns the state responsibility.

Basis of claim:

The claim is that the project would have been completed approximately 13 months earlier if it had not been for delays resulting from changes, extra work and a state directed change in procedure.

Cost derivation:

The claim is for costs incurred after the anticipated completion, including on and off site overhead, equipment, equipment operation, labor, insurance and payroll loading escalation and other miscellaneous costs.

State response:

Anticipated completion date, which was several months earlier than the specified date is not realistic and some of the delays were contractor caused. Many of the costs claimed are excessive and inappropriate even if the delay costs are determined to be compensable. Included are costs for performing contract work, equipment operating costs, inappropriate damage repair costs and excessive rental rates on equipment some of which was merely stored on the project.

State position:

We recognize about half of the delay as our responsibility and some costs are compensable if damages are allowed for delays. For the remainder of the time, compensation was made in accordance with the terms of the contract or the delay was the responsibility of the contractor.

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO

FILE: CON 5
9748

TO: William Anhorn
Deputy State Highway Engineer

DATE: December 30, 1988

Ken Husby

FROM: Kenneth E. Husby
Construction Engineer

SUBJECT: Proposed Personal Services Agreement
Engineering Consultant
Steel Bridge and Ramps
Contract No. 9748

The above contract provided for the remodeling and repair of the Steel Bridge and approaches, the construction of the First Avenue and Holladay ramps, the installation of light rail tracks, and other incidental work. The contract work is complete and the contractor has submitted a claim for $1,530,758.00 in additional compensation.

Highway Division staff engineers have evaluated the contractor's claim and have met with him a number of times in an effort to resolve the matter without success. An impasse has been reached.

In order to assist the Highway Division in further negotiations and/or to prepare for litigation, I propose to retain a qualified engineering consultant to review and evaluate the contractor's claim and to provide recommendations to assist in the ultimate resolution of this matter. The engineering consultant will be selected through the normal personal services contracting process. The estimated cost of this contract is approximately $30,000.00.

Upon your concurrence, please forward to the State Highway Engineer for his approval. After approval by the SHE, please forward this request on to Commission Services to obtain Chairman Hollern's approval to enter into this personal services agreement and authorization for the SHE to sign the necessary contract documents.

KH:OBJ:mk

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STATE HIGHWAY ENGINEER

Date 1/9/89

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cy to: Ken Husby
Cam Gilmour
Ed Marges
Don Adams

81-125-1387

9748

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

AGENDA
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In Reply Refer to
File No.:
CON 5

DATE: September 30, 1988

TO: Oregon Transportation Commission

ORIGINAL SIGNED BY
DONALD E. FORBES

FROM: Donald E. Forbes, P.E.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Willamette River (Steel Bridge & Ramps) Section
Pacific Highway West, Multnomah County
Contract No. 9748

Contract work on the federal-aid project to reconstruct the Steel Bridge in order to accommodate light rail is now essentially complete. It is apparent a previously approved request to overrun the project authorization will be inadequate. The earlier request was based on the Glisan Street ramp revision, rail replacement and deck resurfacing of the Everett Street ramp, extensive steel repair work and a large number of project change orders. That increase was approved by the Commission at its January 21, 1986 meeting. It now appears that the final cost will exceed the project authorization by $701,166.33, or 6 percent.

Major items contributing to the current overrun are several large claim settlements and additional engineering associated with those settlements, plus the cost to analyze the remaining outstanding claims.

I recommend that the authorization be increased by $701,166.33 to a new total of $12,687,331.80. This matter will be on the agenda for the October 18 meeting.

Still pending are two major claims totaling approximately $2 million. Any significant payment allowed the contractor as settlement of those claims will necessitate a further increase in the project authorization.

bc Robert N. Bothman
Don Adams
Fran Neavoll
Cam Gilmour
John Elliott
Carol Mitchell
Andy Booz
Rick Kuehn
Al Harwood
Ken Husby
John Howard

AN EQUAL OPPORTUNITY EMPLOYER

DDB:pf sl

STATE OF OREGON **INTEROFFICE MEMO**

RECEIVED
STATE HWY ENGR
JUL 28 '88
REFER TO
FOR

TO: Don Forbes
State Highway Engineer

DATE: July 27, 1988

FROM: Allan Harwood

SUBJECT:

Willamette River (Steel Bridge) Section
Pacific Highway West
Contract 9748

The information presented in the draft request for increase in authorization for the subject project is accurate. I recommend the following be added after the last paragraph:

> Still pending are 2 major claims totaling approximately $2 million. Any significant payment allowed the contractor as settlement of those claims will necessitate a further increase in the project authorization.

On the corner of the draft, you penciled in the question of why we did not correctly estimate the amount of the overrun the first time. There were several reasons: First it was our understanding of the policy of the Division that requests were not to include estimates of future costs, only costs we were reasonably sure of. At the time of the previous request, the participation of the State in the replacement costs of the upper deck lift span cables was not settled nor the responsibility for costs for other repairs to the structure outside of the deck rework. Also, there were a number of claims pending and a decision was made to not add in an anticipated claim settlement amount.

We now have the same situation, major claims still pending and nothing has been included in the authorization request to cover the cost of a settlement nor litigation. If the resolution of the claims results in added costs, another request for increase in authorization will be necessary. To insure avoidance of such a request, I would suggest the current request be increased by $2 million. The amount is not what I think it will take to settle the claim but is suggested as a means to avoid making public our assessment of the value of the claims.

The circumstances of the request have been discussed at length with Rick Kuehn and he concurs in the request for an increase in authorization.

STATE OF OREGON
HIGHWAY DIVISION

INTEROFFICE MEMO
PRO

TO: Don Forbes
State Highway Engineer

DATE: July 19, 1988

FROM: Cam Gilmour, Manager
Program Section
Cam

SUBJECT: Request for Increase in Project Authorization
Willamette River (Steel Bridge & Ramps) Section
Pacific Highway West
Multnomah County
Contract No. 9,748

The original authorized amount of this contract was $9,403,169.00. On January 20, 1987, the Oregon Transportation Commission approved a request to overrun the project authorization, which resulted in a revised project cost of $11,986,165.47 or an increase of 28 percent.

It is now apparent that the previously approved request to overrun the project authorization will be inadequate. The final cost is anticipated to exceed the original project authorization by $3,284,162 or about 35 percent.

Major items contributing to the current overrun are several large claim settlements and additional engineering associated with those settlements plus the cost to analyze the remaining outstanding claims. Enclosed is a tabulation of the cost items A, B, C, and D.

Also, attached is a rough draft letter to the Transportation Commission requesting an increase of $701,167.00 over the current authorization of $11,986,165.47 to a new total of $12,687,331.80. Of the $701,167.00 increase, $5,351.00 is an increase in interstate transfer funds. Urban Mass Transportation funds make up the remainder.

DDB:pf
Enclosures

Karen ~ 7/22
Adams will not approve ... Forbes adament about these going through Region Eng. (It looks to me like it has, but maybe I don't understand)

RECEIVED
STATE HWY ENGR
JUL 20 '88
REFER TO
FOR

81-125-1387

STATE OF OREGON **INTEROFFICE MEMO**

TO: C. O. FREDRICKSON
Construction Engineer

DATE: May 20, 1988

FROM: ALLAN C. HARWOOD
Region Operations Engineer

SUBJECT:

Willametter River (Steel Bridge & Ramps)
Contract No. 9748

Enclosed for forwarding to Cam Gilmore is an "Expected Overrun of Project Authorization" form for the subject project. This is the third request for increase and possibly there will be one more.

Major contributing factors to the overrun covered by this form are several large claim settlements and additional engineering associated with those settlements plus the costs to analyze the remaining outstanding claims totaling approximately $1.9 million.

Also enclosed is a tabulation of the cost items not included in prior overrun authorizations and a transmittal letter from John Howard.

ACH:cms

CE ___ CAE ___ **RECEIVED** SPC ___ TC ___
COE ___ OM ___ SA ___ CC ___
OE ___ MAY 20 1988 FE ___ CP ___
CA ___ PQC ___
CAM ___ CONSTRUCTION QCS ___
SBO ___ SECTION FILE ___

PROGRAM SECTION
MANAGER ___ OFFICE UNIT ___
FA UNIT ✓ PROGRAM UNIT ___
MAY 23 1988
REFER TO Joe
R/D ✓ ACT ___ REPLY ___
DISC ___ INFO ___ FILE ___

Please review, check w/ Construction
+ R/D letter for Forbes to Commission

81-125-1367

STATE OF OREGON
2206 NW Thurman
Portland, Oregon 97210

INTEROFFICE MEMO
CON 5
9748

TO: Rick Kuehn, Region Engineer

DATE: Mar. 11, 1988

FROM: John Howard, Project Mgr.

SUBJECT: Willamette River
(Steel Bridge & Ramps)
Contract No. 9748
Expected Project Overrun

[illegible]

PA EM TNG LM

Enclosed is an expected overrun of project authorization which shows an expected increased cost of $1,701,166 and is largely due to claims settled, and pending claims not settled. In the latter category is the contractor's major impact claim of $1,530,758 plus three smaller claims totaling $47,438. ~~One million dollars is included for the pending items, and at this time the impact claim has not been analyzed, so the final amount will probably vary from this~~.

not included AH

Not included is the listing and categorizing of the work orders sent with the previous expected overrun. The final pay amounts on these have not changed significantly, so it did not seem further explanation was needed. The new work orders are listed on the attachments and can be grouped as (1) adjustments to final payment, (2) repairs required to correct design problems and (3) settlement of two claims. All of the state force orders are listed, including three new additions. The previous request listed the counterweight rope replacement as pending. This is shown as SFO #18 with a somewhat larger amount. Final billing has not yet been received.

If anything else is needed please let me know. Your confirmation of the overrun would be appreciated.

JH:ew

Enclosures

Oregon Department of Transportation
HIGHWAY DIVISION

EXPECTED OVERRUN OF PROJECT AUTHORIZATION

PROJECT NAME (SECTION) Willamette River (Steel Br. & Ramps)		CONTRACT NO. 9748
HIGHWAY Pacific West	COUNTY Multnomah	DATE 3/11/88
CONTRACTOR Donald M. Drake	KIND OF WORK Structure & paving CONTRACT WORK COMPLETED 100 %	ESTIMATED COMPLETION DATE 7/25/88

		CURRENT AUTHORIZATION	CURRENT ESTIMATE	
CONTRACT AMOUNT		$ 7,861,473.45	7,862,913.78	
ANTICIPATED ITEMS		$ 795,512.50	785,639.57	
CONTINGENCY		$ 1,879,179.52	2,063,778.45	
ENGINEERING		$ 1,450,000.00	1,975,000.00	
CREDITS		------	------	
TOTAL PROJECT COST		$11,986,165.47	12,687,331.80	
		ESTIMATED INCREASE $	701,166.33	5.5 %

LIST MAJOR OVERRUNS AND UNDERRUNS - Include the BI, PA, EWO & SFO numbers, description & whether the work was anticipated (A) or unanticipated (U):	CURRENT ESTIMATED AMOUNT	AMOUNT OF CHANGE
Contract Items - see attachment "A"	7,862,913.78	69,305.58
Price Agreements - see attachment "B"	1,099,268.77	1,031,868.77
Extra Work Orders - see attachment "C"	500,901.25	495,741.00
[illegible]ate Force Orders - see attachment "D"	1,249,248.00	858,348.00
Engineering	1,975,000.00	1,306,331.00

PRINCIPAL REASONS FOR OVERRUNS (Continue on reverse side):

The above current authorization includestwo previous increases totaling $2,583,000 (original authorization = $9,403,165.47). Figures given for the amount of change are the difference of the current amount and original contract with original anticipated items subtracted.

Principal reasons for overruns are settlement of claims on electrical revision (PA 47) and added elastomer costs (PA 48) which total $97,000. There are several outstanding claims totaling $1,900,000. No allowance is included in this request to cover possible costs resulting those claims

(OVER)

SUBMITTED BY PROJECT MANAGER	NOTED BY CONSTRUCTION ENGINEER for D. B. Jackmond
CO[illegible]ED BY REGION ENGINEER	NOTED BY STATE HIGHWAY ENGINEER Donald Forbes

INSTRUCTIONS: Submit the original through Region to the Construction Section. Approved copies will be distributed by the Construction Section.

734-3372 (REV. 10/86)

Form E69x
SP*68722-734

OREGON STATE
HIGHWAY DIVISION

TABULATION SHEET
SHEET .... OF .... SHEETS

STEEL BRIDGE Contract #9748

CONTRACT ITEMS

Attachment "A"

Total Contact Items	$7,862,913.78
Overruns	$151,211.71
Underruns	81,906.13
Net Increase	$69,305.58

Note: Contract items show an increase of $1,401.43 from previous request.

Form E49x
SP*98723-734

OREGON STATE
HIGHWAY DIVISION

TABULATION SHEET
SHEET .... OF .... SHEETS

STEEL BRIDGE Contract #9748

PRICE AGREEMENTS JH 3-7-89

ATTACHMENT "B"

Totals from Est 39

		2P	3P	4P	TOTAL	(A)	(U)
1 - 39		241,674.59	178,802.30	520,002.60	940,479.51	31,841.60	908,637.91
40	BI 120 Material Substitution Documentary						
41	Surplus Detour Signs			728.85	726.85		72685
42	BI.94 Mat'l Subs: (Penalty	(2522)			(2522)		(2522)
43	Rev. Lift Span Drain Lines		2124		2124		2124
44	Credit for Tests not Performed	(350.98)	(412.02)		(763)		(763)
45	Repair Tie Bar Slots		62,556.45		62,556.45		62,556.45
46	Non Spec Concrete	(109.68)	(223.36)		(333.04)		(333.04)
47	Settle costs for Electrical Revisions		60,000		60,000		60,000
48	Settle costs for Elastomer installation		37,000		37000		37,000
	TOTALS	89 238,691	339,847.43	520,729.45	1,099,268.72	31,841.60	1,067,427.17

Note: PA's 1-39 listed on previous request. Adjustment in quantities has increased this total $3,572.98 from the previous. PA's listed above have been added since last request.

Form 260x
SP*66722-734

OREGON STATE
HIGHWAY DIVISION

TABULATION SHEET
SHEET .... OF .... SHEETS

STEEL BRIDGE Contract #9748

EXTRA WORK ORDERS JH 3-7-88

Attachment "C"

Totals from Est39

No		2P	3P	4P	Total	(A)	(U)
1 - 50		337,677.99	124,852.19	22,225.63	484,755.81	179,843.97	304,911.84
51	Modify Railing & Remove Epoxy Seal.	4,020.49			4,020.49		4,020.49
52	Repair Tie Bar Slots - Deleted EWO						
53	Tie Bar Slot Repairs not included in PAAS		12,124.95		12,124.95		12,124.95
	TOTALS			22,225.63	500,901.25	179,843.97	321,057.28

Note: EWO's 1-50 listed on previous request. Total for the "50" is $9,924 less than the previous. The 3 EWO's listed have been added.

Form E40x
SP*68722-734

OREGON STATE
HIGHWAY DIVISION

TABULATION SHEET
SHEET .... OF .... SHEETS

STEEL BRIDGE Contract #9748

STATE FORCE ORDERS VH 3-7-88

Attachment "D"

No			20 (N)	21 (P)	30 (N)	31 (P)	41 (P)	Total	(A)	(U)
1 A		Perm Pave Stripe.		5,154				5,154	5,154	
2 A		UPRR Protect. Serv.		450,800		112,700		563,500	5,63,500	
3 A		Signal Controler testing & turn on		5,300				5,300	5,300	
4 U		Inspect Str Stl.	1,305		7,395			8,700		8700
5 U		Relocate RR elect. conduits		4864		858		5,722		5,722
6 U		Relocate UPRR Fire Prot. Lines		24,454				24,454		24,454
7 U		Provide insp of Lift Wts e Housted				1060		1000		1,060
8 U		HNTB Invest. of Lift cables		15,324		21,423		36,747		36,747
9 U		UPRR Protect. Costs (Glisan Ramp)					11,356	11,356		11,356
13 U		Engineering Glisan ramp Rev.					64,776	64,776		64,776
15 U		Bikeway Sign		1300				1,300		1,300
16 U		Raise Sig. Controler				879		879		879
17 U	↑ NEW ↓	Pavement Markers				1,000		1,000		1,000
18 U		UPRR - Replace counter. Wt. Ropes.	204,600	306,900				511,500		511,500
19 U		Form & Inst. Vib. Damp. on Luminaires				7,800		7,800		7,800
		TOTALS	205,905	814,096	7395	145,720	76,132	1,249,248	573,954	675,294

Request #2

STATE OF OREGON
Highway Construction 378-6318

INTEROFFICE MEMO

FILE: CON 5
9748

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: January 8, 1987

FROM: O. B. Jackmond
O. B. Jackmond
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Willamette River (Steel Bridge & Ramps) Section
Pacific West Highway, Multnomah County
Contract No. 9748

Contract work on the Federal-aid project to reconstruct the Steel Bridge to accommodate light rail is now essentially complete. It is apparent a previously approved request to overrun the project authorization will be inadequate. The earlier request was based on the Glisan Street ramp revision, rail replacement and deck resurfacing of the Everett Street ramp, extensive steel repair work, and a large number of project change orders. That increase was approved by action of the Commission at its meeting of January 21, 1986. It now appears that the final cost will exceed the project authorization by $1,098,000 or ten percent.

Major items contributing to the current overrun are railroad flagging, construction engineering, and unanticipated replacement of the lift span cables. The flagging and engineering overruns are the result of an increase in the project duration and the complexity of the work which required more extensive engineering and inspection work than normally required.

Cable replacement at this time is the result of the consultant's concern with the increased weight of the lift span. Also it was considered desirable to replace the 45 year old cables now, when traffic is already partially diverted by other construction, rather than delaying until traffic is fully restored.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $1,098,000. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:mk

Attach.

cc: R. A. Kuehn
J. D. Howard ✓
B. M. Walton
Don Trout

RECEIVED
JAN 12
Resident Bridge Engineer

Corrected Copy

81-125-1367

STATE OF OREGON

INTEROFFICE MEMO

TO: C. O. FREDRICKSON
Construction Engineer

DATE: December 31, 1986

FROM: ALLAN C. HARWOOD
Region Operations Engineer

SUBJECT:

Steel Bridge
Contract No. 9748

RECEIVED
JAN 2 1986
87
Resident Bridge Engineer

Contract work on the Federal Aid project to reconstruct the Steel Bridge to accommodate light rail is now essentially complete. It is apparent a previously approved request to overrun the project authorization will be inadequate.

Major items contributing to the overrun is railroad flagging, engineering and unanticipated replacement of the lift span cables. The flagging and engineering overrun is the result of increases in the project duration and the complexity of the work which required more extensive engineering and inspection work than normally required.

Cable replacement at this time is the result of the consultants concern with the increased weight of the lift span. Also it was considered desirable to replace the 45 year old cables now when traffic is already partially deverted by other construction rather than delaying until traffic is fully restored.

There is sufficient funding available to cover the added costs described in the accompanying request.

ACH:cms

81.123.1387

STATE OF OREGON
2206 NW Thurman
Portland, Oregon 97210

INTEROFFICE MEMO
CON 5
9745

TO: Rick Kuehn

DATE: December 17, 1986

FROM: John Howard, Project Mgr.

SUBJECT: Steel Bridge
Contract 9748

Enclosed is an expected overrun of project authorization showing a need for an additional $613,967 over the original authorization plus the $1,485,000 granted in the previous request. As before we have grouped the overruns into five categories and have shown the change from the previous request. At this time work is complete and these latest estimates should not change significantly.

Added to the five categories are work by the Union Pacific Railroad, and engineering charges. As shown in the request, additional flagging and other work by the U.P. has overrun the original flagging of $382,000 by $247,000. The overrun in flagging was not included previously. Engineering costs were increased on the last request by approximately $391,000. This request adds approximately the same amount.

Not included is the States share of the cost of replacing the upper deck lifting cables, which is being done under Union Pacific contracts and is now in progress. This is estimated to be approximately $450,000.*

Also not included are claims by the contractor. At this time there is a rough difference of $250,000 in the prices submitted by him and those allowed by price agreements and extra work orders. We expect but have not yet received additional overhead costs because of the extended contract time. What this will be is difficult to guess.

Your confirmation of the request would be appreciated.

* Anticipated cable replacement costs have been added to this request for increased authorization which is enclosed.

A.

Form E-372 (Rev. 12-70)

APPROVED BY
OREGON TRANSPORTATION COMMISSION
DATE 1-20-87

OREGON STATE HIGHWAY DIVISION

Expected Overrun of Project Authorization

Project Willamette River (Steel Bridge & Ramps) Date Dec. 17 , 1986

Highway Pacific West Contract No. 9748

County Multnomah Kind of Work Structure & Paving Contractor Donald M. Drake Co.

	Incr.Approved 1-21-86	Originally Authorized	Estimated	
Contract Amount	$7,933,371.05	$7,793,569.31	$7,861,473.45	
Anticipated Items	600,068.50	564,800.00	795,512.50	
Contingency (4½%)	1,294,725.92	376,126.22	~~1,879,147.03~~ ~~1,395,147.03~~	1,879,179.52
Engineering	1,060,000.00	668,669.54	1,450,000.00	
	~~Original Authorization~~	~~9,403,165.47~~		
~~Credits~~	~~Inc. in Proj. Auth. 1/21/86~~	~~$1,485,000.00~~	-	
PROJECT COST	$10,888,165.47	$9,403,165.47 ~~$10,888,165.47~~	~~11,986,132.98~~ ~~$11,502,192.98~~	11,986,165.47

NET INCREASE $ ~~1,097,967.51~~ ~~619,967.51~~ 1,098,000.00 OR 10.08 ~~5.6~~ %

MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

Indicate whether contract (C), anticipated (A), or unanticipated (U).
(List all unanticipated items) -See attached lists

		Expected Amount	Net Change
Attachment "A" - Contract Items	(C)	$7,861,473.45	+67,904.15
Attachment "B" - Price Agreements	(A)	31,068.50	*
" "	(U)	905,838.03	+905,838.03
Attachment "C" - Extra Work Orders	(A)	188,544	+ 49,212.50 *
" " "	(U)	306,136	+306,136
Attachment "D" - State Force Orders	(A)	572,400	+181,500
" " "	(U)	183,173	+183,173
Pending Anticipated Items	(A)	3,500	-
Pending Unanticipated Item	(U)	484,000	484,000
Engineering		1,450,000	+781,330.46

*PA's & EWO's combined

Principal reasons for overruns (Continue on reverse side): See attached sheets

RECEIVED
JAN 30 1987
Resident Bridge Engineer

INSTRUCTIONS: A report on this form is to be submitted if and when it becomes evident that the pr[illegible] the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

Submitted by ______ Resident Engineer

Confirmed by ______ Regional Engineer

Noted by ______ Construction or Bridge Engineer

Noted by ______ Deputy or State Highway Engineer

Willamette River (Steel Br. & Ramps) Contract No. 9748

Reasons for overruns: The overruns can be broken down into the following categories:

Glisan Ramp Revision - This involves lengthening the span over front Avenue permitting the realignment of Front Avenue. It was made at the request of the City and will be paid from City funds.

Price Agreements 11, 19; EWO 14, EWO 34: SFO 9, 13

TOTAL $624,278.50

Change from previous request -$7,600

Everett Ramp Overlay and Rail Replacement - This section was overlooked in the initial planning for the project. The deck is worn and needs an overlay. This portion is the only part of the bridge that the railing has not been brought up to current design standards.

Price Agreement 13; EWO 24, EWO 30

TOTAL $201,272.90

Change from previous request +$19,955

Structural Steel Work - It was not possible to accurately determine the condition of the steel prior to removal of the wood deck. As a result there has been a significant overrun of the repair steel bid items. Related to this are unanticipated items such as tower jacking (EWO's 11 & 26), corrective work due to warped steel (EWO 12) and existing steel not at desired elevation (EWO 2). Some of the work is not related to our maintenance of the deck and might be chargeable to the UPRR. Offsetting the costs shown below is $100,000 provided in the authorization. For this reason some of the work orders have been coded with an "A".

Bid items 71 & 72 - Repair Steel & Bolts	$86,657.00
PA 8 & EWO 4 - Grating & Sht. Metal in Truss Area	42,067.00
PA 18 - Clean & Paint Top Chord of Truss	7,422.00
EWO 2-Beam area and other problems due to high existing steel	35,000.00
* EWO 5 - Splice plates on lift span	46,000.00
* EWO 11 - Jack tower legs	39,500.00
* EWO 12 - Correct warped steel	10,000.00
* EWO 26 - Plumb west tower	21,000.00
*Possible charges to UPRR TOTAL	$287,646.00

Change from previous request +$25,405.06

Plan omissions and revisions necessary because of unanticipated conditions found in the field.

PA 10A - Special catwalk supports	$13,016
EWO 7 - Shim and trim stringers	5,000
EWO 10 - Expansion joint @ CG4B	5,100
EWO 13 - Add reinforcing steel	1,800
EWO 16 - Revise beam T	15,000
EWO 20 - Add beams and bearing pad	900
EWO 22 - Oregon ramp abutment corbel	9,500

Willamette River (Steel Br. & Ramps) Contract No. 9748

EWO - 23 Remove deck irregularities	$ 2,500
EWO - 27 Adjust deck forms	5,000
EWO - 28 Correct power voltage	3,500
EWO - 32 Add weight to counterweight & SFO 8	53,247
PA - 34 Revisions for bent 8 joint drain	3,828
EWO - 29 Repair spalls - Holladay R.F.	2,900
EWO's-31,35,36,38,40,41,42 & 44 - Trackwork changes	34,986
TOTAL	$156,277
Change from previous request	+$46,711

PLAN REVISIONS

PA 10C- 1st Ave. Bent 1 changes	$ 1,200
* PA 14 - Revise RSE rail filler	72,767
* PA 15 - Revise trackwork electrical	21,828
PA 16 - Sidewalk diaphragms	7,380
* PA 17 - Revise structural steel	49,422
* PA 20 - A,B,and C items	5,800
EWO 3 - Lower beam seats	4,000
EWO 6 - Change grid deck bolts	8,500
EWO 8 - Revise pole base	2,800
EWO 9 - Change insulated joint location	13,000
EWO 15 - Revise pole base	4,600
EWO 17 - Add tower platforms	16,000
EWO 18 - Conduit for LRT detection	8,700
EWO 19 - MC cable revisions	8,500
PA 21 - Catenary grounding	8,800
~~PA 28 - Conduit for warning light~~	~~2,234~~
PA's 32,33 - Other plan revisions not in PA 17	12,119
PA 29 - Historic rail changes	9,630
PA 26 - Cable tray revisions	4,954
PA's 23,24,25 - Move insulated joints	6,908
EWO 33 - Cover Plates at tower legs	1,500
EWO 37 - Handrail at service cabinet	700
EWO 43,49 - Traffic gate revisions	14,000
EWO 45 - Reinforced slab at track exp. joint	6,200
EWO 50 - Repair backwall and bearings at bent 9	9,600
EWO's 46,47,48	7,750
TOTAL	$308,892
Change from previous request	+$1,195

* Not signed by contractor

WORK DONE BY THE UNION PACIFIC RAILROAD

The daily average flagging costs have been more than estimated, plus the additional time required by the contract have caused a significant overrun of this item. In addition moving electrical conduits and fire protection lines by the railroad were not anticipated.

SFO 2 - U.P. protective costs	$ 563,500
SFO 13 - U.P. protective costs (Glisan Ramp)	16,500

Willamette River (Steel Br. & Ramps) Contract No. 9748

SFO 5 - Move electrical conduits	6,000
SFO 6 - Move fire protection lines	43,000
TOTAL	629,000
Less anticipated flagging	382,000
OVERRUN	247,000

ENGINEERING

The complexity of this project, the many revisions and the overrun in contract time have resulted in a significant overrun in engineering expense. Estimated engineering costs as of September 30, 1986 were $1,200,000. $250,000 are anticipated for an additional six months.

Other pending unanticipated items

Lift span cable replacement being performed under Union Pacific R.R. contract. Per State agreement with the RR, the State is to reimburse the RR ½ of the cost plus consultant fees for investigation of the adequacy of the lift span mechanism and design of the cable replacement procedure.

Estimated total cost for cable replacement and related work $968,000.00. State's share $484,000.00

Form [illegible]

OREGON STATE
HIGHWAY DIVISION

TABULATION SHEET
SHEET ____ OF ____ SHEETS

STEEL BRIDGE Contract #9748

Expected Overrun of Project Authorization

ATTACHMENT "D" - STATE FORCE ORDERS

No	Name	2P	3P	4P	Total		(A)	(U)
1 A	Perm Pave. Striping	3600			3600		3600	
2 A	UPRR Protective Costs	450,800	112,700		563,500		563,500	
3 A	signal controler testing & turn on	5300			5300		5300	
4	Inspect Str. Steel	2N 1125	3N 6375		7500			7,500
5 U	Relocate RR elect. conduits	5100	900		6,000			6,000
6 U	Relocate UPRR Fire Prot. Lines	43,000			43,000			43,000
7 U	Provide inspection of Lift Jts @ Housted		6500		6500			6500
8 U	HNTB Investigation of Lift Cables	15324	21423		36,747			36,747
9 U	UPRR Protect. Costs Glisan Ramp			16,500	16,500			16,500
13 U	Engineering Glison Ramp			64,776	64,776			64,776
15 U	Bikeway Signing	1300			1,300			1,300
16 U	Revise Signal Controler		850		850			850
	Totals	P 524,424 N 1,125	P 142,373 N 6,375	P 81,276	755,573		572,400	183,173

ADDITIONAL ANTICIPATED ITEMS

No	Name	2P	3P	4P	Total		(A)	(U)
	Adj. Utility: Port Water Wks		2,000		2,000		3,000	
	City of Port. Fire Bureau		1,500		1500		1500	

Pending unanticipated Item

No	Name	2P	3P	4P	Total		(A)	(U)
	Cable replacement Contracted by UPRR							500,000

Request #1

STATE OF OREGON **INTEROFFICE MEMO**

TO: C. O. FREDRICKSON
Construction Engineer

DATE: December 18, 1985

FROM: ALLAN C. HARWOOD
Metro Region Operations Engineer

SUBJECT: Willamette River (Steel Br. & Ramps)
Contract 9748

OM MRE OE PPM CE
TOS ME
FAS PDM
Metro Region TAM
RAS PA EM BUD LM

Enclosed is an expected overrun of project authorization form for the subject project. At this time we're projecting about a 16% overrun.

The major items contributing to the overrun are the Glisan Street ramp revision, rail replacement and deck resurfacing of the Everett Street ramp, extensive structural steel repair work, and a large number of project change orders.

We are also anticipating a significant overrun of engineering due to the very complex nature of the structural revisions and the large number of change orders and plan revisions.

The Glisan Street ramp revision work is funded by Interstate Transfer and City of Portland match.

Several of the work orders listed were presented to the Railroad as being their responsibility, however, they have been rejected at this point in time. We may still succeed in obtaining some reimbursement from the Railroad on these items.

Also enclosed is quite a detailed report and tabulation of the overrun prepared by project manager John Howard.

ACH/gw-036
Attachment
cc John Howard

STATE OF OREGON

2206 NW Thurman
Portland, Oregon 97210

INTEROFFICE MEMO

CON 5
9748

DATE: December 12, 1985

TO: Ed Hardt, Region Engineer

FROM: John Howard, Project Manager

SUBJECT: Steel Bridge
Contract No. 9748

Enclosed is an expected overrun of project authorization showing a need for an additional $1,484,963 over the original authorization. This includes all current and pending changes which have been listed and are attached to the request. We have given five general categories for the overruns. The Glisan ramp and Everett ramp are self explanatory. The other three could be further categorized as:

1- Changes due to field conditions. This is a very complex remodel project and changes of this nature are to be expected. The drawings available from the initial construction were limited and preparation of the plans was difficult.

2- Plan revisions. The time for advertising this contract did not permit a design review. This resulted in sixty revised sheets issued after award with an anticipated additional cost of $60,000. In addition Tri-Met has had revisions totaling approximately $190,000 for the LRT work.

Not included in this request are the following:

1- The cost for replacing the upper deck cables. The increased weight by the light rail over the original deck has forced our involvement in this item. The U.P.R.R. has an estimated cost of $600,000 and the State share has not been agreed to at this time.

2- Contractor claims. We have had difficulty reaching agreement on the cost of changes with the prime and his subs. On all changes he has asked for a 10% extended overhead plus 10% profit. On the 60 plan sheet revision he has asked for $22,000 in addition to the 10 & 10. On the LRT track work revisions, Drake proposed a price of $235,991. We have justified and given them price agreements totaling $94,595 which are unsigned. The numerous work orders have significantly extended the completion dates. Pioneer, who pours the rail filler material, has written that this work has been forced into unfavorable winter weather conditions and additional costs. Estimating the cost of potential claims is difficult; however, we do not feel a $500,000 allowance would be an unrealistic figure.

3- Further contingencies. The job has progressed to a point that we cannot foresee any significant additions. A $50,000 allowance seems reasonable for this item.

On the last monthly estimate (Dec 1, 1985) we had a total expenditure of $7,525927 including $548,000 for materials on hand. This leaves $1,877,238 before we exceed the project authorization. Anticipating a $300,000 to $400,000 monthly estimate this will last for approximately five months. We hope we are submitting this request with sufficient time to avoid any delays in payment to the contractor.

Your confirmation of the request would be appreciated.

Enclosures

Form 2-372 (Rev. 12-70)

OREGON STATE HIGHWAY DIVISION

Expected Overrun of Project Authorization

Project Willamette River (Steel Br. & Ramps) **Date** Dec. 10, 1985

Highway Pacific West . **Contract No.** 9748

County Multnomah **Kind of Work** Structure & Paving **Contractor** Donald M Drake

	Authorized	Estimated
Contract Amount	7,793,569.31	7,933,371.05
Anticipated Items	564,800.00	600,068.50
Contingency (4½%)	376,126.62	1,294,689.58
Engineering	668,669.54	1,060,000.00*
Credits	------------	------------
PROJECT COST	9,403,165.47	10,888,129.13

NET INCREASE $ 1,484,963.66 **OR** 15.8 **%**

MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

(Indicate whether contract (C), anticipated (A), or unanticipated (U). (List all unanticipated items)	Expected Amount	Net Change
See attached lists		
Sheet 1 - Contract Items (C)	837,371.53	+ 109,106.53
Sheets 2 & 3 - Price Agreements (A)	31,068.50	*
" " (U)	856,867.58	+ 856,867.58
Sheet 4 - Extra Work Orders (A)	167,100.00	+ 33,168.50*
" " " (U)	186,350.00	+ 186,350.00
Sheet 5 - State Force Orders (A)	398,400.00	+ 7,500.00
" " " (U)	150,172.00	+ 150,172.00
Pending Anticipated Items (A)	3,500.00	-
Sheet 6 - Pending Unanticipated Items (U)	101,300.00	+ 101,300.00

* P.A.'s and E.W.O.'s combined

Principal reasons for overruns (Continue on reverse side): See attached sheets

INSTRUCTIONS: A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by Deputy or Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

Submitted by ______ Resident Engineer

Noted by ______ Construction or Bridge Engineer

Confirmed by ______ Regional Engineer

Noted by ______ Deputy or State Highway Engineer

Willamette River (Steel Br. & Ramps) Contract No. 9748

Reasons for overruns: The overruns can be broken down into the following catagories:

Glisan Ramp Revision - This involves lengthening the span over Front Avenue permitting the realignment of Front Avenue. It was made at the request of the City and will be paid from City funds.

Price Agreements 11, 19; EWO 14; SFO 9, 10

TOTAL $631,878.50

Everett Ramp Overlay and Rail Replacement - This section was overlooked in the initial planning for the project. The deck is worn and needs an overlay. This portion is the only part of the bridge that the railing has not been brought up to current design standards.

Price Agreement 13; EWO 24

TOTAL $181,272.90

Structural Steel Work - It was not possible to accurately determine the condition of the steel prior to removal of the wood deck. As a result there has been a significant overrun of the repair steel bid items. Related to this are unanticipated items such as tower jacking (EWO's 11 & 26), corrective work due to warped steel (EWO 12) and existing steel not at desired elevation (EWO 2). Some of the work is not related to our maintenance of the deck and might be chargeable to the UPRR. Offsetting the costs shown below is $100,000 provided in the authorization. For this reason some of the work orders have been coded with an "A".

Bid items 71 & 72 - Repair Steel & Bolts		$87,151.94
PA 8 & EWO 4 - Grating & Sht. Metal in Truss Area		37,067.00
PA 18 - Clean & Paint Top Chord of Truss		7,422.00
EWO 2-Beam area and other problems due to high existing steel		25,000.00
* EWO 5 - Splice plates on lift span		40,000.00
* EWO 11 - Jack tower legs		40,000.00
* EWO 12 - Correct warped steel		10,000.00
* EWO 26 - Plumb west tower		15,600.00
		-----------
*Possible charges to UPRR	TOTAL	$262,240.94

Plan omissions and revisions necessary because of unanticipated conditions found in the field.

PA 10A - Special catwalk supports	$13,016
EWO 7 - Shim and trim stringers	5,000
EWO 10 - Expansion joint @ CG4B	4,400
EWO 13 - Add reinforcing steel	3,900
EWO 16 - Revise beam T	8,300
EWO 20 - Add beams and bearing pad	1,350
EWO 22 - Oregon ramp abutment corbel	10,300

Willamette River (Steel Br. & Ramps) Contract No. 9748

EWO - 23 Remove deck irregularities	$ 2,000
EWO - 27 Adjust deck forms	5,000
EWO - 28 Correct power voltage	2,100
Add weight to counterweight & SFO 8	47,000
Revisions for bent 8 joint drain	7,200

TOTAL	$109,566

PLAN REVISIONS

PA 10C- 1st Ave. Bent 1 changes	$ 1,200
* PA 14 - Revise RSE rail filler	72,767
* PA 15 - Revise trackwork electrical	21,828
PA 16 - Sidewalk diaphragms	7,380
* PA 17 - Revise structural steel	49,422
* PA 20 - A,B,and C items	5,800
EWO 3 - Lower beam seats	10,000
EWO 6 - Change grid deck bolts	10,700
EWO 8 - Revise pole base	1,900
EWO 9 - Change insulated joint location	13,700
EWO 15 - Revise pole base	3,000
EWO 17 - Add tower platforms	20,500
EWO 18 - Conduit for LRT detection	8,700
EWO 19 - MC cable revisions	3,800
Catenary grounding	6,000
Conduit for warning light	2,000
Other plan revisions not in PA 17	9,500
Historic rail changes	8,500
Cable tray revisions	37,000
Move insulated joints	14,000
	----------
* Not signed by contractor TOTAL	$307,697

DM DRAKE

DONALD M. DRAKE COMPANY
1740 NORTHWEST FLANDERS STREET
PORTLAND, OREGON
97209-2283
CONTRACTORS/DEVELOPERS
503 226-3991

August 19, 1988

Commission Services
Department of Transportation
Transportation Building
Salem, Oregon 97310

ATTENTION: Fran Neavoll

SUBJECT: Contracts No. 9615, 9729 & 9748

RE: Release Of Bond Claims

Dear Ms. Neavoll:

Enclosed are releases or copies of check in full payment of the following claims, which now show as outstanding against our bonds on the above referenced projects.

9748

1. Operating Engineers, 9-5-84.
2. Gene Bear, Inc., 11-7-84.
3. K-2 Construction Co., 2-1-85.
4. Holton, et al, 3-1-85.
5. Budget Rent A Car, 3-22-85.
6. DeWitt Construction, Inc., 4-16-86.
7. Oregon Laborers, Re Kee Construction, 5-29-86.
8. Far West Steel Corp, 11-10-86.
9. Ultimate Development Corp, 11-18-86.

9615

1. Grabhorn, Inc., 11-29-83.
2. Sproul Excavating Co., 12-23-83.
3. Albina Fuel, 9-19-84.
4. Woodworth, et al, 9-29-84 (All except Lowe).
5. Sproul Excavating Co., 10-8-84.
6. Don Toombs Trucking, Inc., 11-13-84

NOTED ON
NOTED
FRAN NEAVOLL

7. Bill Helton Dump Trucks, 11-20-84.

8. Oregon Rock Products, 1-23-85.

9. Albina Fuel Co., 3-12-85.

9729

1. Scougal Rubber Corp, 4-2-85.

2. Ross Island Sand and Gravel was settled recently, and the Release was sent to you under separate cover on August 17, 1988.

Thank you for furnishing me the detailed listings which enabled us to clear these items from our record. If you need further documentation on any of these claims, please feel free to write or call.

Sincerely,

DONALD M. DRAKE COMPANY

Donald B. Kane
Vice President-Finance

DBK/led
cc: Peter deC. Ebert
    Gary A. Judd
Enclosure

[illegible]
AUG [illegible] 19[illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

DONALD M. DRAKE COMPANY • PORTLAND, OREGON

JOB	INVOICE DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
	7/26/85		Steel Bridge 22619 226511 Providence 26302 "Acceptgame constitutes payment in full of all claims against Drake, in respect to Tantra Inc. of Illinois." Col 1731 Co6 1737	[illegible],453.86 866.99	Col POSTED 8-7-85 Co6 POSTED 7-[illegible]-85	$ 3,320.85
			CHECK NO. ▶ 4588 TOTAL ▶			$ 3,320.85

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ACCOUNT AS RENDERED ABOVE.

DRAKE DONALD M. DRAKE COMPANY
PORTLAND, OREGON

96-651/1232 709
FIRST NATIONAL BANK OF OREGON
CANBY, OREGON

CHECK NO. 4588

DATE 8/5/85

PAY AMOUNT $ 3,320.85

PAY TO THE ORDER OF Operating Engineers Local 701
Trust FUnds

DONALD M. DRAKE COMPANY

NOT NEGOTIABLE

RECEIVED
AUG [illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9-5-84 claim 19748

DONALD M. DRAKE COMPANY • PORTLAND, OREGON

JOB	INVOICE DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
	9/27/85		In Full Settlement of all claims against Donald Drake on account of Tantra of Illinois Inc.	8,550.13		$ 8,550.13
	220-19	226-511	CHECK NO. ▶ 4972 TOTAL ▶			$ 8,580.13

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ACCOUNT AS RENDERED ABOVE.

DM DRAKE

DONALD M. DRAKE COMPANY
PORTLAND, OREGON

96-651
1232 709
FIRST NATIONAL BANK OF OREGON
CANBY, OREGON

CHECK NO. 4972

DATE 9/27/85

PAY AMOUNT $ 8,550.13

PAY TO THE ORDER OF

Smith and Bear, Inc.
C/O Benson, Arenz, et al
1140 One Pacific Square
Portland, Oregon 97209

DONALD M. DRAKE COMPANY

NOT NEGOTIABLE

RECEIVED
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

11-7-84 / 9748 ("[illegible] Bear Inc" for ODOT file)

DONALD M. DRAKE COMPANY • PORTLAND, OREGON

JOB	INVOICE DATE	INVOICE NO.	DESCRIPTION	ROSS	DISCOUNT	NET
	6/23/86		ettlement in Full	00.00		$ 1,500.00
			CHECK NO. 6404 TOTAL			$ 1,500.00

1215

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ACCOUNT AS RENDERED ABOVE.

DRAKE **DONALD M. DRAKE COMPANY**
PORTLAND, OREGON

96-651
1232 709
FIRST NATIONAL BANK OF OREGON
CANBY, OREGON

CHECK NO. 6404

DATE	PAY AMOUNT
6/23/86	$ 1,500.00

PAY TO THE ORDER OF

K-2 Construction / and
David J. Buono
1000 Willamette Center
Portland, Oregon 97204-2986

DONALD M. DRAKE COMPANY

NOT NEGOTIABLE

RECEIVED
AUG [illegible]
COMMISSION [illegible] SERVICES
DEPARTMENT OF TRA[illegible]

2-1-85 / 9748

MEYER, SEIFER & STEWART, P.C.
ATTORNEYS AT LAW
1000 WILLAMETTE CENTER
121 S. W. SALMON STREET
PORTLAND, OREGON 97204-2986
(503) 221-0000

PAUL R. MEYER
DANIEL J. SEIFER
JOHN SPENCER STEWART
ELIZABETH YEATS
DAVID R. TRACHTENBERG*
JAN D. SOKOL
SUSAN G. WHITNEY
MICHAEL J. CARO
RODNEY R. MILLS
ROGER A. LENNEBERG*
DEBORAH J. JOHNSON*
BRADLEY J. WOODWORTH
LARRY J. BRANT*

*ALSO ADMITTED IN WASHINGTON

WASHINGTON OFFICE
3300 SEATTLE-FIRST NATIONAL
BANK BUILDING
1001 FOURTH AVENUE
SEATTLE, WASHINGTON 98154-1001
(206) 622-2075

JUN 2[illegible]

June 20, 1986

Mr. David [illegible]
[illegible] Kilkenny, P.C.
[illegible]
[illegible] First Avenue
Portland, Oregon 97201

Re: K-2 Construction v. United Pacific

Dear Dave:

This will confirm [illegible] conversation [illegible] of June [illegible], [illegible]

[illegible] your client has [illegible] satisfaction of [illegible] parties including [illegible]

[illegible]

[illegible] cuted, [illegible] Costs and a Release signed by your cl[illegible] claims that your client has, had or may have [illegible] client including its claim against United Pacific [illegible].

Very truly yours,

MEYER, [illegible], P.C.

David R. Trachtenberg

bc: Peter Ebert
Don Kane
Gary Judd - Claim No. 074 84 1184

R[illegible]
AUG [illegible] 1986
COMMISSION [illegible] SERVICES
DEPARTMENT OF TRANS[illegible]

C
O
P
Y

DONALD M. DRAKE COMPANY • PORTLAND, OREGON

JOB	INVOICE DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
	9/5/85		Settlement in Full Account Tantra of Illinois Inc. 1331a	32,678.50		$ 32,678.50
	220-19	226-511	CHECK NO. ▶ 4830 TOTAL ▶			$ 32,678.50

POSTED 9/11

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ACCOUNT AS RENDERED ABOVE.

DRAKE

DONALD M. DRAKE COMPANY
PORTLAND, OREGON

96-651
1232 709

FIRST NATIONAL BANK OF OREGON
CANBY, OREGON

CHECK NO. 4830

DATE 9/9/85

PAY AMOUNT $ 32,678.50

PAY TO THE ORDER OF

Lindsay, Hart, Neil & Weigler
Client Trust Account
C/O David Trachtenberg
1000 Willamette Center
Portland, Oregon 97204-2986

DONALD M. DRAKE COMPANY

NOT NEGOTIABLE

RE[illegible]
AUG [illegible]
COMMISSION [illegible]
DEPARTMENT OF T[illegible]

3-1-85/9748

Contractor	Invoice Date	Amount	
Holton	10/01/84	$ 945.00	30y truck @45.00/hr
	11/01/84	1,192.50	
	12/03/84	5,097.00	
	01/02/85	3,581.50	
	01/18/85	1,677.00	
	01/18/85	2,070.00	
Holton Subtotal		$14,563.00	
Ayers	11/28/84	5,287.50	
	12/25/84	2,135.00	
Ayers Subtotal		$ 7,422.50	
Obrist	12/03/84	3,893.50	
	12/31/84	2,205.00	
	01/28/85	1,609.50	
Obrist Subtotal		$ 7,708.00	
Tobey	10/27/84	1,397.50	
	11/01/84	1,587.50	
Tobey Subtotal		$ 2,985.00	
TOTAL		$32,678.50	

The unpaid balance represents monies owing Mr. Holton for truck rental, rental of a loader, and labor. For Mr. Ayers, the unpaid balance is for rental of trucks, a loader and a fork lift. Mr. Obrist's and Mr. Tobey's unpaid balances are for truck rental. Tantra Inc. of Illinois, a subcontractor of the Donald M. Drake Company, ordered this labor and equipment rental.

Messrs. Holton, Ayers, Obrist and Tobey hereby demand payment of the sum of $32,678.50 from the Donald M. Drake Company, Tantra Inc. of Illinois, and their respective sureties.

Unless Messrs. Holton, Ayers, Obrist and Tobey receive payment in full by March 11, 1985, they will take appropriate action to collect the amounts owed to them.

Very truly yours,

David T. Douthwaite

David T. Douthwaite
Of Attorneys for Messrs. Holton
Ayers, Obrist and Tobey

DTD:kj/258/G
cc: Herschel H. Holton
Harold Ayers
Edwin G. Obrist
O.K. Tobey

RECEI[illegible]
AUG 2[illegible]
COMMISSION [illegible]
DEPARTMENT OF TRAN[illegible]

RECEIVED
MAR 5 1985
COMMISSION [illegible]
DEPARTMENT [illegible]

[illegible]	[illegible]	[illegible]		GROSS	DISCOUNT	NET
	10/9/85		In f[illegible]l settlement of all claims against Donald M. Drake Company on account of Tantra of Illinois Inc.	5,814.29		$ 5,814.29
	220-19	226-511	CHECK NO. ▶ 5024 TOTAL ▶			$ 5,814.29

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ACCOUNT AS RENDERED ABOVE.

DM DRAKE

DONALD M. DRAKE COMPANY
PORTLAND, OREGON

96-651
1232 709

FIRST NATIONAL BANK OF OREGON
CANBY, OREGON

CHECK NO. 5024

DATE 10/9/85

[illegible] $ 5,814.29

PAY TO THE ORDER OF
Budget Rent-A-Car of Washington
and Oregon, Inc., and /
William E. Hurley

DONALD M. DRAKE COMPANY

NOT NEGOTIABLE

R[illegible]
AUG [illegible]
COMMISSION [illegible]SERVICES
[illegible]

3-22-85 / 9748

DONALD M. DRAKE COMPANY • PORTLAND, OREGON

JOB	INVOICE DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
✓	5/19/87		Arbitration Settlement Job 220 400	16,950.00		$ 16,950.00
22083-225-B01			CHECK NO. ▶ 7806 TOTAL ▶			$ 16,950.00

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ACCOUNT AS RENDERED ABOVE.

DM DRAKE

DONALD M. DRAKE COMPANY
PORTLAND, OREGON

96-651
1232 709
FIRST NATIONAL BANK OF OREGON
CANBY, OREGON

CHECK NO. 7806

DATE
5/19/87

PAY AMOUNT
$ 16,950.00

PAY TO THE ORDER OF

DeWitt - Erickson Construction
PO Box 20938
Portland, Oregon 97220

DONALD M. DRAKE COMPANY

NOT NEGOTIABLE

4-16-86/9748

PHIL MARTINSON ENGINEERING, INC.
CIVIL/CONSTRUCTION ENGINEERING

19550 S.E. DEBORA DRIVE
BORING, OREGON 97009
(503) 658-7191

29 April 1987

Mr. Peter deC. Ebert, Executive Vice President
Donald M. Drake Company
1740 N.W. Flanders Street
Portland, OR 97209

Mr. Wayne DeWitt, President
DeWitt Construction, Inc.
P.O. Box 20938
Portland, OR 97220

RE: Drake/DeWitt Mediation - Willamette River (Steel Bridge & Ramps)

Gentlemen:

Following is the final decision concerning the dispute on the subject matter:

> Donald M. Drake Company is to pay DeWitt Construction, Inc. an amount equal to $16,950.00 by 15 May 1987. Each party is to pay their own mediator and split the cost of the third mediator (Phil Martinson):

This payment amount (to DeWitt) was derived as follows:

Full payment of "Furnish Pile Driving Equipment"	$15,000.00
Credit to Drake for Pipe substitution	$0.00
Subtotal	$15,000.00
Interest @ 1% per month for 13 months	$1,950.00
Total Payment	$16,950.00

This decision and settlement amount is final. The details of the decision have been discussed between all mediators. However should there be any questions concerning the final decision details, you can call me for further clarifications. Although you may not agree with the final settlement amount, I do hope it is mutually satisfactory. Thank you.

Sincerely,

Phil Martinson, P.E.
Civil Engineer

cc: Ray Biggs
Harvey C. Washburn
PMsm

[illegible] COMMISSION [illegible] SERVICE

MANAGEMENT CONSULTING — RESOLUTION OF CONSTRUCTION CLAIMS & DISPUTES
PROJECT SCHEDULING — ENGINEERING DESIGN — CONSTRUCTION & PROJECT MANAGEMENT

DONALD M. DRAKE COMPANY
1740 N.W. FLANDERS • PORTLAND, OREGON 97209 • (503) 226-3991

25459

TRANSACTION NUMBER	REFERENCE	DATE	DESCRIPTION	GR AMOUNT	DISCOUNT	NET AMOUNT
[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
VENDOR NO.	[illegible]		TOTALS	[illegible]	[illegible]	[illegible]

DRAKE

DONALD M. DRAKE COMPANY
1740 N.W. FLANDERS
PORTLAND, OREGON 97209
An Equal Opportunity Employer

FIRST NATIONAL BANK OF OREGON
CANBY, OREGON
96-651/1232 709

25459

DATE	CHECK NO.	AMOUNT
[illegible]	[illegible]	[illegible]

[illegible]

PAY TO THE ORDER OF [illegible]

DONALD M. DRAKE COMPANY

NOT NEGOTIABLE

RECEIVED
AUG [illegible]
COMMISSION SERVICES
[illegible] OF [illegible]

5-29-86 / 9748 (Re Kee)

REQUEST FOR CHECK

PAYABLE TO:

Oregon Laborers - Employers Trust Fund
2929 N.W. 31st Ave
Portland, Oregon

Attn: Fred A. Hughes

REQUESTED BY: ______________

APPROVED BY: ______________

DATE OF CHECK: ______________

DONALD M. DRAKE CO. - INVOICE PROCESSING SLIP			
VENDOR	INVOICE	INV. DATE	COST MONTH
1739			

APPROVALS		
PROJECT MANAGER	JG	10/12/87
EXTENSIONS		

PIN	COST CODE	SUB	GROSS AMOUNT	DISCOUNT %	DISCOUNT AMOUNT	QTY.	DESCRIPTION
226	96.5-53		[illegible]				Training LABOR FEES [illegible] Program
226	96.5-20		537.40				KEC Laborers [illegible] Program
			1702.02 TOTAL				

** SPECIAL INSTRUCTIONS: ______________

FORM A-101

STOEL RIVES BOLEY
JONES & GREY

ATTORNEYS AT LAW
SUITE 2300
STANDARD INSURANCE CENTER
900 SW FIFTH AVENUE
PORTLAND, OREGON 97204-1268

Telephone (503) 224-3380
Telecopier (503) 220-2480
Cable Lawport
Telex 703455
Writer's Direct Dial Number

(503) 294-9387

RECEIVED
OCT 20 0 52 AM '87
DONALD M. DRAKE COMPANY
PORTLAND, OREGON

JL
PDE
file-sub/221
Heil

October 19, 1987

Mr. Donald B. Kane
Vice President-Finance
Donald M. Drake Company
1740 NW Flanders Street
Portland, Oregon 97209

Dear Don:

Re: Oregon State Department of Transportation
Contract No. 9748 Steel Bridge
Farwest Steel Corporation v. Ron Platt Mfg., Inc., et al.
Lane County Circuit Court No. 16-87-01556

This matter has been settled and we will be obtaining a release of the claim against the bond together with an order of dismissal with prejudice to the litigation.

Very truly yours,

Richard E. Alexander

REA:mmf

cc: Mr. Philip E. Heil
Mr. Phil Forker

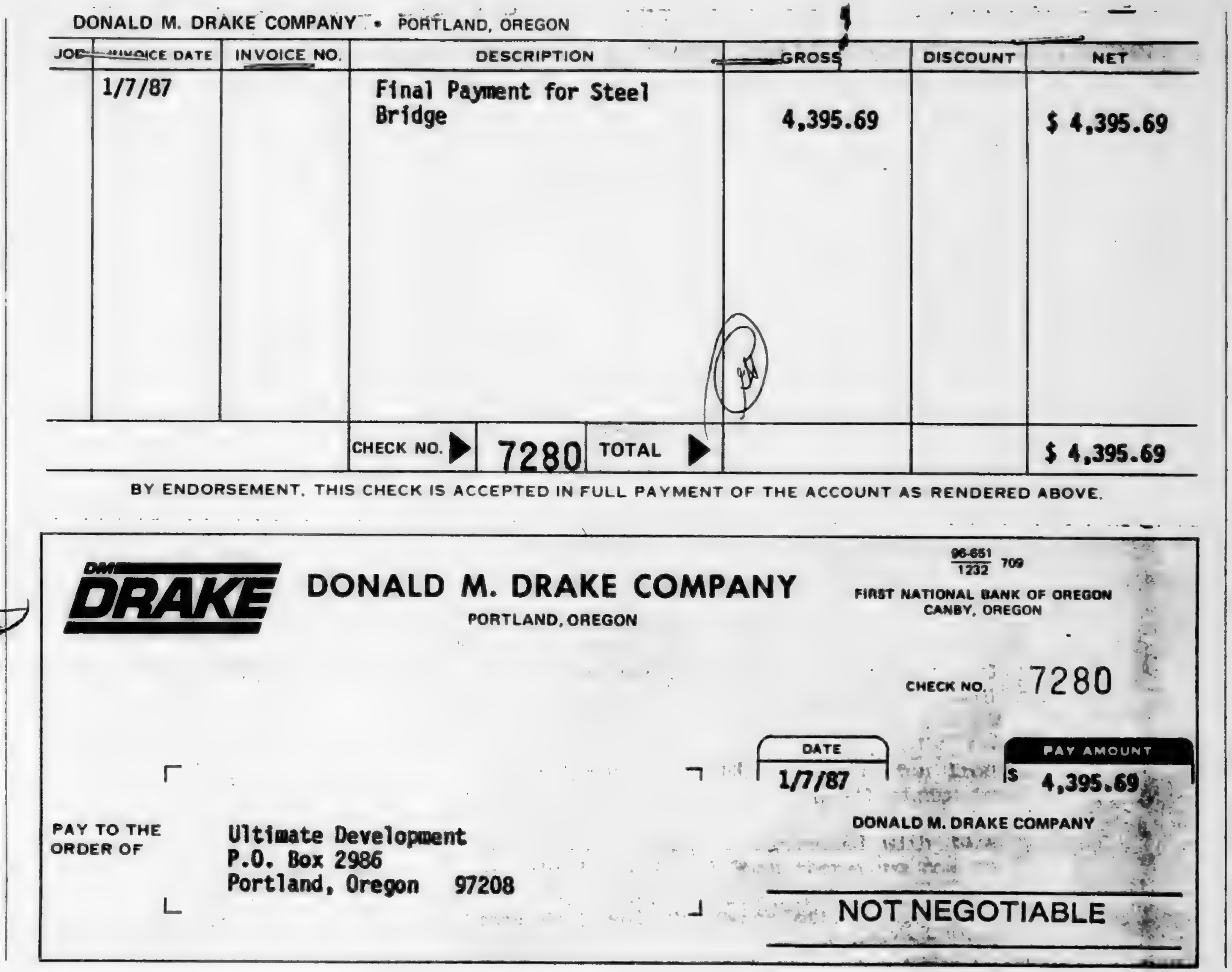
RECE[illegible]
AUG [illegible]
COMMISSIO[illegible]

11-10-86/9748

PORTLAND, OREGON · WASHINGTON COUNTY, OREGON · BELLEVUE, WASHINGTON · SEATTLE, WASHINGTON · VANCOUVER, WASHINGTON · ST LOUIS, MISSOURI · WASHINGTON, DISTRICT OF COLUMBIA

RECEIVED

11-18-86/9748



DONALD M. DRAKE COMPANY • PORTLAND, OREGON

JOB ~~INVOICE~~ DATE	INVOICE NO.	DESCRIPTION	GROSS	DISCOUNT	NET
1/7/87		Final Payment for Steel Bridge	4,395.69		$ 4,395.69
		CHECK NO. ▶ 7280 TOTAL ▶			$ 4,395.69

BY ENDORSEMENT, THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE ACCOUNT AS RENDERED ABOVE.

DM DRAKE

DONALD M. DRAKE COMPANY
PORTLAND, OREGON

96-651
1232 709
FIRST NATIONAL BANK OF OREGON
CANBY, OREGON

CHECK NO. 7280

DATE 1/7/87

PAY AMOUNT $ 4,395.69

PAY TO THE ORDER OF
Ultimate Development
P.O. Box 2986
Portland, Oregon 97208

DONALD M. DRAKE COMPANY

NOT NEGOTIABLE

claimed to arise or arising from the work or acts of this subcontractor and shall immediately post a cash bond in the full amount of any such lien for the benefit of Donald M. Drake Company and the Owner.

5. Warrants that all work agreed to be performed on said premises by this subcontractor has been fully completed in accordance with the plans and

DONALD M. DRAKE COMPANY

LIEN WAIVER FORM

COMMISSION

Ultimate Development
P. O. Box 2986
Portland, Oregon 97208

Date January 7, 1987
S.C.# 220-0081

Gentlemen:

In connection with the work you performed on the premises described below, we are requesting that you verify the amount shown as being due and sign the form of lien waiver, returning one signed copy to our office, and retaining one copy for your records. Upon the expiration of _____ days following completion of construction and release of retention by the Owner, the amount due will be paid in full.

If, for any reason, the amount shown does not reconcile with your records, please notify us at once so that the necessary corrections can be made.

Your cooperation on this matter will be sincerely appreciated.

In consideration of the payment of all sums to become due for work performed on the below described premises by the undersigned contractor, said subcontractor:

1. Acknowledges that all sums due to become due this subcontractor from Donald M. Drake Co., totals $ 4395.69 * and waives all rights to impose liens on said premises.
2. Warrants that all labor and material charges connected with this subcontractor's work have been paid in full and that there are now no unsettled claims or demands therefor.
3. Shall indemnify Donald M. Drake Co., and the Owner of said premises against all loss or damage resulting from liens or demands against them or said premises arising from the work or acts of this subcontractor.
4. Shall at the sole cost of this subcontractor defend against all liens on said premises or demands against Donald M. Drake Co., or the Owner claimed to arise or arising from the work or acts of this subcontractor and shall immediately post a cash bond in the full amount of any such lien for the benefit of Donald M. Drake Company and the Owner.
5. Warrants that all work agreed to be performed on said premises by this subcontractor has been fully completed in accordance with the plans and specifications, and agrees to remedy any defects in the work and to pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of acceptance by the Owner.

DATED: THIS 7 DAY OF Jan, 1987.

Premises:
Job 220 - Willamette River (Steel Bridge)

Ultimate Development Corp
Subcontractor

By

Owner:

Oregon State Highway Dept.

Attest

PLEASE
RECEIPT
AND RETURN

Form # A-104 Rev. 9/86

* Plus pass-thru claim if collected from ODOT for

Con5-9748

August 17, 1988

United Pacific Insurance Company
33405 8th Avenue South, C-3000
Federal Way, Washington 98003

SUBJECT: Greeley Interchange and Steel Bridge Projects

RE: Ross Island Claim

ATTENTION: Mr. Gary A. Judd

Dear Mr. Judd:

Enclosed is the signed release from Ross Island Sand and Gravel. All disputes have been resolved, and Ross Island was paid in full on August 16th for all materials supplied to both of the above referenced projects.

Sincerely,

DONALD M. DRAKE COMPANY

Donald B. Kane
Vice President-Finance

DBK/led
Enclosure
cc: **Fran Neavoll**
Peter deC. Ebert

RECEIVED
AUG 18 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RELEASE AGREEMENT

THIS AGREEMENT made this 27th f July, 1988, by and between Donald M. Drake Company (Hereinafter "Drake") and Ross Island Sand & Gravel Co. (hereinafter "Ross Island").

WHEREAS, Drake entered into contracts with the Oregon State Highway Division for the Willamette River (Steel Bridge and Ramps) - Contract No. 9748; and the Greeley Avenue Connection to I-5 - Contract No. 9729, (hereinafter "the Projects"); and

WHEREAS, Ross Island entered into a subcontract with Drake; and

WHEREAS, the parties have certain disputes and desire to resolve them.

NOW, THEREFORE, it is agreed:

1. Drake agrees to pay Ross Island the sum of $12,895.02 the receipt of which is hereby acknowledged by Ross Island.
2. Drake and Ross Island each release the other, their officers, agents and employees, and surety, if any, from any and all claims of any kind, whether known or unknown, arising out of or relating to the projects.
3. This constitutes the entire agreement between the parties, supercedes all prior or contemporaneous agreements and shall not be superceded or amended unless in writing and signed by the parties.

DONALD M. DRAKE COMPANY
By: 9/15/88

ROSS ISLAND SAND & GRAVEL CO.
By:

RECEIVED
AUG 18 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9747

J

August 9, 1988

Con 5
#9748
#9615
#9729

Donald M. Drake Company
1740 NW Flanders Street
Portland, OR 97209-2283

Attention: Donald B. Kane
Vice-President - Finance

Thank you for sending us a copy of a release from Anderson Erosion in connection with a claim against Contract No. 9615 for work on the N. Tigard Interchange-S. Tigard Interchange Section of Pacific Highway project. We will note this information in our records.

As requested in your letter of August 1, 1988, attached are a listing of claims filed against Contract Nos. 9748, 9615, and 9729. The lining out of a claim indicates that we have been notified that the claim has been satisfied.

If you have any questions, you may call me at 378-6526.

Fran Neavoll
COMMISSION SERVICES

rgb

Attachments

cc: United Pacific Insurance Co.
33405 8th Avenue S., C-3000
Federal Way, WA 98003

United Pacific Insurance Co.
825 NE Multnomah, Suite 300
Portland, OR 97232

Reliance Insurance Co.
PO Box 5669
Portland, OR 97228

bc: Bryant Jackmond

DM DRAKE

DONALD M. DRAKE COMPANY
1740 NORTHWEST FLANDERS STREET
PORTLAND, OREGON
97209-2283
CONTRACTORS/DEVELOPERS
503 226-3891

August 1, 1988

Department of Transportation
Commission Services
Transportation Building
Salem, Oregon 97310

SUBJECT: Contracts Nos. 9615, 9729 & 9748

RE: Claims Against Contractor Bond

ATTENTION: Fran Neavoll

Gentlemen:

Enclosed is a release from Anderson Erosion, closing out their claim against our bond for Contract No. 9615.

We would appreciate your supplying us with a list of unresolved claims against our bond on each of the three above referenced contracts.

Thank you for your assistance.

Sincerely,

DONALD M. DRAKE COMPANY

Donald B. Kane
Vice President-Finance

DBK/led
Enclosure
cc: Peter deC. Ebert

make
copies of
attach. to all
cc's
+ yellows

RECEIVED
AUG 2 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

✓cc

RECEIVED
JUL 28 8 41 AM '88
DONALD M. [illegible]
PORTLAND, OREGON

RELEASE AGREEMENT

THIS AGREEMENT made this 22nd day of July, 1988, by and between Donald M. Drake Company (Hereinafter "Drake") and Anderson Erosion Control, Inc. (hereinafter "Anderson").

WHEREAS, Drake entered into a contract with the Oregon State Highway Division for the North/South Tigard Interchange (Contract No. 9615) (hereinafter "the Project"); and

WHEREAS, Anderson entered into a subcontract with Drake; and

WHEREAS, the parties have certain disputes and desire to resolve them.

NOW, THEREFORE, it is agreed:

1. Drake agrees to pay Anderson the sum of $18,000.00, the receipt of which is hereby acknowledged by Anderson.
2. Drake and Anderson each release the other, their officers, agents and employees, and surety, if any, from any and all claims of any kind, whether known or unknown, arising out of or relating to the project.
3. This constitutes the entire agreement between the parties, supercedes all prior or contemporaneous agreements and shall not be superceded or amended unless in writing and signed by the parties.

DONALD M. DRAKE COMPANY
By: V.P.

ANDERSON EROSION CONTROL, INC.
By: Russell A. Anderson

RECEIVED
AUG 2 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CONTRACT NO. 9,48

CONTRACTOR: Donald M. Drake Company, 1740 N.W. Flanders, Portland, OR 97209

COUNTY: Multnomah

KIND OF WORK: Grading, paving, struct., trackwork, signs, signal & illum.

HIGHWAY: Pacific Hwy. West

SECTION: Willamette River (Steel Bridge & Ramps)

BOND: $7,793,569.31

SURETY: United Pacific Insurance Co. and Reliance Insurance Co.

AGENT: Corroon & Black of Oregon

AWARDED: February 29, 1984

TIME LIMIT: a) work to compl. 1st Ave.-Steel Br. LRT ramp by 9-30-84; b) work to compl. light rail zone by 6-30-85; c) work to open outside lanes on Steel Br. & reopen NB Interstate Ave. ramp by 8-31-85; d) all work on project compl. by 3-31-86.

ACCEPTED: May 9, 1988

SUB COMPLETED: a) 10-12-84; b) 5-31-86
c) 5-31-86; d) 7-25-86

completed: March 1, 1988

5/19/88 - Surety notified final to be paid after 5/24/88

Total Amt.: $9,463,562.61

9-5-84 Claim ltr. from AGC-Operating Engr. Trust Funds for fringe benefits in the amt. of $5,380.58, against Tantra Inc. of IL.

9-19-84 Ack. above ltr. cc: sureties, contractor, & Sec. of State for filing. Filed 9-24-84 CL ~~84~~-84-172

11-7-84 Claim ltr. from Gene Bear, Inc. against Tantra, Inc. in the amt. of $11,400.17.

11-26-84 Ack. above ltr. cc: contractor, agent, sureties & Sec. of State for filing. Filed 11-27-84 CL 84-248

~~1-18-85 Claim ltr. from AGO-Operating Engineers Trust Funds for fringe benefits due employees of Tantra, Inc. of Ill.~~ in the amt of $12,153.84; [illegible] $781.92 [illegible] $13,[illegible]

~~1-28-85 Ack. ltr. CC: contractor, agent, sureties, Sec. of St. and John Widmer Filed 1-30-85 CL #1985-0010~~

~~1-17~~-85 ~~Claim ltr from Oregon Laborers-Employers Trust Fund for fringe benefits due employees of Tantra, Inc. of Ill. in the amount of $4,095.43.~~

* see revision [illegible] 9

~~1-28-85 Ack. ltr. cc: contractor, agent, sureties, Sec. of St. and John Widmer. Filed 1-30-85 CL #1985-0007~~

Card #2 Contract #9748

2-5-85 Claim ltr. from Lindstedt & Buono, Atty.-at-law
on behalf of K-2 Const. Co. for supplying equip.
in the amt. of $1,224.34 plus int. of $172.96.

3-5-85 We have ack. ltr. cc: sureties, agent, contractor
and Sec. of St. for filing. Filed 3-7-85 CL 1985-0041

~~2-1-85 Revised claim ltr. from Or. Laborers Employers Trust~~
★ ~~Funds for $6,693.65 and~~ 1&2 ~~fringe benefits due emplo.~~
~~of Tantra, Inc. of Ill.~~

~~3-5-85~~ Ack. ltr. cc: sureties, agent, contractor~~, John~~
~~Widmer~~ and Sec. of St. for filing. ~~filed 3-7-85~~ CL1985-0043

3-1-85 Claim ltr. from Lindsay, Hart, Neil & Weigler, Atty.
on behalf of Holton, Ayers, Obrist and Tobey for
labor & mat'ls. in the amt. of $32,678.50: Holton,
$14,563.00; Ayers, $7,422.50; Obrist, $7,708.00 &
Tobey, $2,985.00 (this is a breakdown per contractor)

3-19-85 Ack. ltr. cc: contractor, sureties, agents and
Sec. of St. for filing. Filed 3-21-85 CL 1985-0054

3-22-85 Claim ltr. from Budget Rent-A-Car in the amt. of
$7,446.76 for equip. rental.

4-4-85 Ack. above ltr. cc: contractor, sureties, agent &
Sec. of St. for filing. Filed 4-11-85 CL 1985-0075

~~8-5-85 Release of claim~~ from OLETF dated 2-1-85 for fringe ~~benefits~~
~~due employees~~ of Tantra~~, Inc. of IL in the amount of~~
~~$6,693.65.~~

~~9-3-85 Ack.~~ above ~~ltr.~~ cc: contractor, sureties~~, agent, Sec. of~~
~~State, Bryant Jackmond and John Widmer.~~

~~8-7-85 Ltr. from~~ AGC-Operating Engr. Trust Funds stating ~~that pay-~~
~~ment of fringe benefits due employees~~ of ~~Tantra, Inc. of IL~~
~~in the amount of $2,453.86.~~

~~9-3-85 Ack. above ltr.~~ cc: contractor, sureties, agent~~, Sec. of~~
~~State, Bryant Jackmond~~ and John-Widmer~~.~~

4-16-86 Claim letter from DeWitt Construction Inc., for labor and
material in amt. of $25,600.

5-16-86 Ackn. above claim letter. cc contractor, sureties, agent,
Constrn., & Sec. of State for filing. CL 1986-0206 5-20-86

5-~~21~~ 29-86 Notice of Claim from Oregon Laborers-Employers Trust Funds
for fringe benefits due employees of Kee Construction, Inc.
in amt. of $626.22 inc. liq. damages of $64.15 & interest
in amt. of $24.65.

5-29-86 Ackn. above claim. cc contractor, sureties, agent, Constrn.,
& Sec. of State for filing. CL 1986-0214 6-3-86

CArd # 3 = 9748

7-15-85	Claim letter from Artransa in amt. of $461.66 for freight charges against Nyberg Construction, sub.
7-18-86	Ackn. above letter. cc contractor, sureties, agent, Constrn. & Sec. of State for filing. Filed 7-22-86; CL 1986-0256
11-10-86	Notice of Claim from Farwest Steel Corp. for structural steel furnished Ron Platt Mfg. in the amt. of $6,287.37 mat'l and $2,166.50 in service charges until 10/31/86. Service charge continues until paid. TOTAL $8,453.87
11-14-86	Ack. above ltr. cc: Sureties, contractor, Constrn., and Sec. of State for filing. Filed 11-18-86; CL 1986-0330
11-18-86	Construction lien filed by Ultimate Development Corp. See copy in files.

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 1
9002 SE McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

RECEIVED
STATE HWY. ENGR
JUL 19 '88
REFER TO
FOR
Info Inves R/D D/R Sign Act File

In Reply Refer to
File No.:

July 13, 1988

Donald M. Drake Co.
ATTN: Peter de C. Ebert
1740 NW Flanders Street
Portland, Oregon 97209-2283

This is to confirm positions of the parties with regard to claim settlement offer made at the May 19, 1988 meeting and of actions to be taken as a result of the July 11, 1988 meeting. The July 11, 1988 meeting was attended by:

Franklin Drake	O.B. Jackmond
Pete Ebert	John Howard
Allan Harwood	Lynn Schwartz
Ken Husby	

The offer of settlement made by the state May 19, 1988 included a lump sum amount to settle the impact claim and interest, a waiver of liquidated damages and an agreement to consider the track slot and bridge railing in addition to the impact settlement amount. The offer made May 19, 1988 was to remain open for 30 days. The settlement offer did not include settlement of the Cooney-McHugh subcontract claim.

At the July 11, 1988 meeting I indicated an unwillingness to settle the track slot and bridge railing claim for the amount mentioned independently of the impact claim.

With regard to the settlement offered by the state for the impact claim, Franklin Drake's indicated position is that the offer is unacceptable.

It was agreed that the State would give Drake an itemized list of when Kee was on the project according to our records and will advise Drake of our findings concerning conflicts of extra work with deck forming work. Drake will give the State additional time cards covering the deck forming if requested by the state. Drake will provide additional information on home office overhead.

RECEIVED
JUL 14 1988
CONSTRUCTION
SECTION

CE H CAE ____ SPC ____ TC ____
COE ____ OM ____ SA ____ CC ____
OE ____ FE ____ CP ____
CA ____ PQC ____
CAM ____ QCS ____
EEO ____ FILE ____

734-1850B (3-88)

AN EQUAL OPPORTUNITY EMPLOYER

OREGON 75 YEARS HIGHWAY DIVISION 1913 1988

Donald M. Drake Co.
July 13, 1988
Page 2

It was agreed to meet again within 2 weeks for further discussion. It was also agreed to meet with Cooney-McHugh as soon as a meeting can be arranged.

ALLAN C. HARWOOD
Region Operations Engineer

ACH:cms

cc: John Howard
Lynn Schwartz (Tri-Met)
Ken Husby

7

CC: Forbes, Adams

A congenial meeting, some progress was made in improving communications. Told Drake you and I would insist he avoid trying to end run the construction office for a settlement.

Ken

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
CONSTRUCTION SECTION
1158 CHEMEKETA ST. NE, SALEM, OREGON 97310
PHONE: (503) 378-6318

July 12, 1988

In Reply Refer to
File No.:
CON 5
9748

Donald M. Drake Co.
1740 NW Flanders St.
Portland, OR 97209

Attn: Peter deC. Ebert

Re: Estimate No. 42 - Final
Willamette River (Steel Bridge and Ramps)
Contract No. 9748

This is in response to your letter of June 17, 1988, concerning Estimate No. 42, the final estimate on the above project. Your letter stated that you reserved the right to seek additional compensation for ten (10) listed items.

Please be advised that all claims for additional compensation must be submitted within the time specified in Section 109.15 of the contract Standard Specifications. Specifically, we acknowledge that claims for items one (1) through seven (7) have been submitted and are under consideration by the Oregon State Highway Division. We specifically do not acknowledge that items eight (8) through ten (10) have been submitted, and these items will be rejected if not submitted in accord with the contract provisions.

Your letter also requested that all retainage be released prior to final payment. There will be need to process a "revised final estimate" on this project since the matter of contract time and liquidated damages has not been resolved. By mutual agreement, no liquidated damages were withheld on this project pending the resolution of outstanding claims. These issues are not yet resolved and the $125,000 security deposit held in lieu of retainage will be held to protect the State's interest in liquidated damages until the issue of contract time is resolved.

RECEIVED
JUL 13 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

O. B. Jackmond

O. B. Jackmond, P.E.
Contract Administration Engineer

OBJ:mk

cc: Al Harwood
John Howard
Bruce Walton
✓Fran Neavoll

NOTED
FRAN NEAVOLL

07113m

734-2023 (2-85)

9748

J

July 6, 1988

CON 5 - 9748

Donald M. Drake Company
1740 Northwest Flanders Street
Portland, OR 97209-2283

Attention: Peter deC. Ebert
Executive Vice President

Your letter concerning the final payment on Contract No. 9748 for work on the Willamette River (Steel Bridge and Ramps) in Multnomah County is being referred to our Construction Section. A response to your letter will come direct from that office.

If you have any questions, the Construction Section telephone number is 378-6318.

Fran Neavoll
COMMISSION SERVICES

FKN:cv

bc: Ken Husby Attn: Bryant Jackmond
Highway Accounting

DM DRAKE

DONALD M. DRAKE COMPANY
1740 NORTHWEST FLANDERS STREET
PORTLAND, OREGON
97209-2283
CONTRACTORS/DEVELOPERS
503 226-3991

June 17, 1988

Department of Transportation
Transportation Building
Salem, OR 97310

Attention: Fran Neavoll, Commission Services

Subject: Willamette River (Steel Bridge & Ramps)
Contract 9748

Reference:
1) Standard Specification Section 109.15, Claims of Error or Omission in Final Estimate
2) Department of Transportation Letter dated May 19, 1988
3) Estimate No. 42 dated May 23, 1988 - Final

Gentlemen:

Be advised that we do not believe the quantities or amounts specified in the Final Estimate and Voucher are correct or sufficient.

Therefore, in accordance with the appropriate sections of the Contract Documents, we expressly reserve and do not waive our right to seek additional compensation for the following items, at a minimum:

ITEM	APPROXIMATE AMOUNT NIC INTEREST	BRIEF DESCRIPTION
1. DMD Request for Additional Compensation	$1,530,758 (Initially Requested)	DMD Letter dated 2/12/88. This item is presently under negotiation and may be adjusted upward or downward depending upon its resolution.
2. PC #28 - UPRR Access	$ 4,271	Presently being discussed in conjunction with Item No. 1.
3. PC #118 - Lift Span Track Clearance	$ 8,987	Under review by OSHD.
4. PC #124 - Additional Pedestrian Railing	$ 34,181	Under review by OSHD.
5. Cooney/McHugh Request for Additional Compensation	$ 321,077	DMD Letter dated 4/20/88. Under review by OSHD.

ITEM	APPROXIMATE AMOUNT NIC INTEREST	BRIEF DESCRIPTION
6. PC #82 - Cooney Extra Erection Bolts	$ 4,452	Under review by OSHD.
7. PC #118 - Cooney Lift Span Track Clear	$ 6,505	Under review by OSHD.
8. PC #227 - Ross Island Testing	($ 337)	Under review by DMD.
9. PC #162 - Ross Island Low Slump	$ 333	Under review by DMD.
10. Bid Items & Additional Work (?)		

Additionally, the voucher shows a retainage of $280,950 which had previously been reduced to $125,000. All retainage should be released prior to Final Payment.

It should be realized that depending upon the resolution of the above items, there may or may not be increases in the number of Items and/or their Amounts.

Very truly yours,

DONALD M. DRAKE COMPANY

Peter deC. Ebert
Executive Vice President

PdeCE.ls

cc: Mr. Allan C. Harwood
Mr. John Howard

RECEIVED
JUL 5 1988
COMMISSION [illegible]
DEPARTMENT OF TRANSPORTATION

STATE OF OREGON **INTEROFFICE MEMO**

Contract Payments 378-6594

FILE: CON 5
9748

TO: Manager
Commission Services

DATE: May 9, 1988

FROM: Donald E. Forbes
State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract 9748, On Site Work Substantially Completed July 25, 1986

All Work Completed March 1, 1988

Project Willamette River (Steel Bridge and Ramps)

Highway Pacific Highway West

County Multnomah

Type of Work Grade, Pave, Structures, Illumination, Signing and Track Work

Contractor Donald M. Drake Co.

BMW:hh

cc: C. O. Fredrickson
B. M. Walton

CPC/FM2

SURETY WRITTEN 5/19/88

RECEIVED
MAY 12 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

81-125-1387

jc cc: OSHD (1. Rulien)

U. S. DEPARTMENT OF TRANSPORT ION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)

2. STATE PROJECT NO.

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. - - -

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE October 28, 1987

8. FEDERAL ROUTE NUMBER - - -

9. STATE ROUTE NUMBER - - -

10. GENERAL LOCATION:

Willamette River (Steel bridge and ramps)

11. GENERAL DESCRIPTION OF WORK

Repair vibration damage and install vibration dampeners

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON AXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 10/28/87 as requested in Mr. Fredrickson's letter of 11/5/87 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 19 Sup. is approved to a TEC of $4,200; Federal Funds $3,570.

RECEIVED
STATE HWY ENGR
DEC 23 '87
REFER TO Gilmour
FOR
Info Inves R/D D/R Sign Act File

14. DATE 12/21/87

15. SIGNATURE OF APPROVING OFFICIAL John T. Price

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

jc

U. S. DEPARTMENT OF TRANSPORT ON
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)
2. STATE PROJECT NO.
2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. - - -

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE April 9, 1987
8. FEDERAL ROUTE NUMBER - - -
9. STATE ROUTE NUMBER - - -

10. GENERAL LOCATION:
Willamette River (Steel Bridge and Ramps)

11. GENERAL DESCRIPTION OF WORK
Replace lift span cable

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON A XXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 4/9/87 as requested in Mr. Fredrickson's letter of 10/20/87 as being cost effective for the use of Union Pacific Railroad Co. forces to proceed with the above work.

State Force Order No. 18 is approved to a TEC of $510,000; Federal Funds $260,100.

RECEIVED
STATE HWY ENGR
DEC 23 '87
REFER TO Gilmour
FOR
Info Inves R/D D/R Sign Act File

14. DATE 12/21/87
15. SIGNATURE OF APPROVING OFFICIAL John T. Price
16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)

2. STATE PROJECT NO.

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. - - -

2A. COUNTY NAME Multnomah

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE September 8, 1987

8. FEDERAL ROUTE NUMBER - - -

9. STATE ROUTE NUMBER - - -

10. GENERAL LOCATION:

Willamette River (Steel Bridge and Ramps)

11. GENERAL DESCRIPTION OF WORK

Install vibration dampeners

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 9/8/87 as requested in Mr. Fredrickson's letter of 10/15/87 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 19 is approved to a TEC of $3,600; Federal Funds $3,060.

RECEIVED
STATE HWY ENGR
DEC 3 '87
REFER TO Gilmour
FOR

Info	Invest	R/O	D/R	Sign	Act	File

Orig to
12/3

14. DATE 11/25/87

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE For Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

OREGON DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION

WEEKLY REPORT FOR CONSTRUCTION PROJECTS

WEEK ENDING: Sept. 5, 1987
CONTRACT NO: 9748
F A PROJECT NO: IX-0000(LRT)
DATE OF AWARD: February 28, 1984
FIRST NOTIFICATION DATE: May 9, 1984
ESTIMATED DATE OF COMPLETION, OR
SECOND NOTIFICATION DATE AND: (d) July 25, 1986
ESTIMATED SEMIFINAL SUBMITTAL DATE: July 9, 1987
AVERAGE FORCE ON PROJECT THIS WEEK: SUPERVISORS: 1 WORKERS: 3
PERCENT CONTRACT WORK COMPLETED: 100%

PROJECT NAME (SECTION): Willamette River (Steel Br. & Ramps)
HIGHWAY: Pacific West
COUNTY: Multnomah
CONTRACTOR: Donald M. Drake Co.
KIND OF WORK: Grad, pav, struc, trackwork, illum, signing

PROJECT AUTHORIZATION

CURRENT AUTHORIZATION $11,986,165.47
ESTIMATED PROJECT COST $12,295,525.00
ESTIMATED PERCENT OVERRUN/~~UNDERRUN~~ 2.6 %

ENGINEERING

AUTHORIZATION $1,450,000.00
COST THIS WEEK $5,000.00
TOTAL TO DATE $1,885,000.00
PERCENT OF AUTHORIZATION 130 %

CONTRACT TIME UNIT	DATE OF SPECIFIED COMPLETION	DAYS AVAILABLE OR LIMITING NO. OF DAYS	ELAPSED TIME OR DAYS CHRGD. TO END OF WEEK	PRESENT TIME ELAPSED OR CHARGED	EXPECT TO COMPLETE UNIT ON TIME
b	06/30/85	273	341.0	[redacted]	no
c	08/31/85	62	272.0	[redacted]	no
d	03/31/86	212	115.0	[redacted]	no
	/ /	0	0.0	0	

CONTRACT STATUS	GRADING	BASE	PAVING	SIGNALS	STRUCTURES	100
ORIG. CONTRACT QUANTITIES	0	0	0			
EST. CORRECTED QUANTITIES	0	0	0			
EST. PERFORMED TO DATE	0	0	0			
PERCENT PERFORMED TO DATE	0	0	0	0	100	100

ACTIVITIES THIS WEEK:

Completed repair of tie bar slot areas under price agreement and extra work on August 31.

PROJECT VISITORS:

ACTIVITIES ANTICIPATED NEXT WEEK:

No activity. Extra work and price agreement work completed.

PROJECT MANAGER COMMENTS (INCLUDE DATE AND REASON FOR SUSPEND WORK ORDERS):

DISTRIBUTE AS INDICATED BY THE MARGINALS. GENERALLY SUBMIT THE ORIGINAL AND TWO COPIES TO THE CONSTRUCTION SECTION AND ONE COPY TO REGION.

PROJECT MANAGER (SIGN): John Howard
John D. Howard

734-3001 (REV. 1-86)

CONSTRUCTION SECTION

9748

ARTRANSA

AUGUST 4, 1987

DEPARTMENT OF TRANSPORTATION
ATT: GEORGE BELL
TRANSPORTATION BUILDING
SALEM, OR 97310

FILE NUMBER: 86051015

CREDITOR: TRANSPORTATION FACTORING, INC
REGARDING: CON 5 - #9748

DEAR MR. BELL,

WE HAVE BEEN IN CONTACT, FOR THE LAST YEAR, WITH THE PRIMARY CONTRACTOR, DRAKE CONSTRUCTION, WHO REPEATEDLY REPLYS TO OUR REQUEST FOR PAYMENT ON THIS CLAIM THAT THEY HAVE NOT RECEIVED THEIR RETENTION CASH.

CAN YOU PROVIDE ME WITH ANY INFORMATION AS TO WHEN THEY WILL BE PAID THIS AMOUNT?

[illegible]
[illegible]
[illegible]

[illegible]
[illegible]
[illegible]
for B. [illegible]

Elizabeth A. Iverson
ELIZABETH IVERSON
503-226-2094

RECEIVED
AUG -5 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

[illegible]

ARTRANSA CREDIT, INC. • PO BOX 10739 • PORTLAND, OREGON 97210 • 503/226-2094

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 18, 1986

In Reply Refer To
File No.: CON 5 - #9748

Artransa
P.O. Box 10739
Portland, OR 97210

Attention: Elizabeth A. Iverson
Legal Assistant

We have received your letter of July 15, 1986, filing a claim against the following Highway Division contract:

FILED BY: Artransa

AMOUNT: $461.66

FOR: Freight charges

AGAINST (PRIME CONTRACTOR): Donald M. Drake Company

SUBCONTRACTOR: Nyberg Construction

CONTRACT NO.: 9748

PROJECT: Willamette River (Steel Bridge and Ramps) Section, Pacific Highway West, Multnomah County

SURETIES: United Pacific Insurance Co. and Reliance Insurance Co.

AGENT: Corroon & Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

George Bell

George Bell
Assistant Director

RECEIVED
AUG -5 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

Reliance Insurance Co.
825 N.E. Multnomah
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 8th Avenue S., C-3000
Federal Way, WA 98003

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

731-0148 (5-85)

971c

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
CON 5
9748

DATE: May 27, 1987

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

Bruce M Walton
FROM: for C. O. Fredrickson, P.E., P.L.S.
Construction Engineer

SUBJECT: Request Contract Acceptance
Federal-aid Project No. IX-0000(LRT)

Contract 9748, Work Completed July 25, 1986
Project Willamette River (Steel Bridge Ramps)
Highway Pacific Highway West
County Multnomah

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date May 19, 1987
LMH

for Dale E. Wilken
Division Administrator

BMW:ll

cc: L. Rulien
C. O. Fredrickson
Richard Kuehn
B. M. Walton

CPC/FL4

RECEIVED
STATE HWY ENGR
JUN 3'87
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

RECEIVED
MAY 28 1987
OREGON DIVISION

NOTED
LARRY RULIEN

Form 734-3122 (1-87)

jc cc: OSHD (L. W. Rulien & a.Harwood)

UMTA (A. vis) TRI MET(R. Higbee)

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

STATE COPY

(Check appropriate box)

☐ INITIAL INSPECTION

☐ INTERMEDIATE INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

☒ FINAL INSPECTION

RECEIVED
STATE HWY ENGR
JUN 9'87

REFER TO
Fred[illegible]
FOR

Cy
6/16

REGION NO. 10	REPORT NO. 8	COUNTY Multnomah	DIVISION Oregon
IN COMPANY WITH Al Harwood, Marion Craft and John Howard: OSHD			
DATE OF INSPECTION 5/19/87	INSPECTION MADE BY Herb Schell, Division Bridge Engineer Larry Heil, Assistant Area Engineer		PROJECT NO. IX-0000(LRT)
QUALITY OF WORK Satisfactory	PROGRESS OF WORK Satisfactory	TIME ELAPSED b) 125 c) 438 %	WORK COMPLETED 100 %

WILLAMETTE RIVER (STEEL BRIDGE & RAMPS)
PACIFIC WEST HIGHWAY
Grade, Pave, Structure, Trackwork, Illumination & Signing

The State leases the top deck of the Union Pacific's Steel Bridge for light rail and vehicular traffic. This project provides for bridge alterations to accomodate for Light Rail Transit, 4-lane bridge deck replacement and the associated ramps to and/or from Front Ave, 1st Ave, Glisan St. and Holliday St.

The contract work was awarded to Donald M. Drake Co. on February 29, 1984. Work started May 9, 1984 and was completed July 25, 1986.

This has been a very complex project with many contract changes which to date include 44 price agreements, 53 extra work orders and 18 State force orders. The Project Manager has recommended a 248 day time extension which would require assessing 86 days of liquidated damages. The time extension request and the recommendations of the project manager are under review. The final project cost of approximately $11,990,000 overran the original authorization by 21%. Major items contributing to this overrun include: Glisan Ramp revision permitting the realignment of Front Ave. (paid from City funds), Everett Ramp overlay and rail replacement which was overlooked in the initial planning, additional structural steel work which could not be anticipated prior to deck removal, revisions/omissions from unanticipated field conditions, lift span cable replacement (50% paid by Railroad) and unanticipated Union Pacific Railroad work.

A detailed list of Price Agreements (signed and unsigned by the contractor). Extra Work Orders and State Force Orders is attached to the Division Office copy of this report and a separate list of approved change orders is in the project file. Several claims are anticipated from unsigned Price Agreements and related items.

COPY SENT

JUN - 9 1987
Seattle UMTA
State Region D.C

Form FHWA-1448A
(Rev. 2-84)

The punch list items from the 10/10/86 inspection of the completed contract work by ODOT, FHWA, UPRR and Tri-Met representatives have been satisfactorily addressed. A copy of said punch list is attached to the Division Office copy of this report.

All physical construction and materials incorporated into this project are considered to be in substantial conformance with the plans and specifications. The contracted work has been satisfactorily completed and acceptance is recommended, subject to satisfactory resolution of the following items which were discussed at the 5/18/87 Banfield quarterly meeting (Cliff Christianson, FHWA; A. Harwood, OSHD; A. Davis, UMTA Seattle; R. Higbee, Tri-Met Portland; were present):

1. Intermittent longitudinal cracking exists between the elastomer and concrete bridge deck. The elastomer, which encases and supports the rail, is intended to transfer the thermally induced differential stresses between the exposed continuously welded rail and the adjacent bridge deck, provide a conductive barrier to prevent stray current from inducing rust in the structure or adjacent utilities and provide a barrier against water or debris intrusion. Remedial sealing attempts to date have failed. The current proposal is to cut a 1" wide strip to the full depth of the crack (minimum 1" depth), clean, prime and reseal with elastomer.

2. The concrete surface covering over the tie bars, which exist every 10' along the rail which hold the rail guage true, is spalling. This again may be caused by vehicle wheel loads and/or differential thermal expansion between the continuously welded rail and the adjacent concrete deck. The concrete will be removed and replaced with elastomer.

3. The light rail train vibrates the N. W. 1st Ave. luminaires such that the bulbs repeatedly fail and the balast subsequently fails as it repeatedly attempts to relight the luminaire. The State's proposed vibration dampener is unacceptable to Tri-Met because they anticipate future maintenance problems. Tri-Met is therefore considering the possibility of mounting the luminaires on the more stable catenary poles.

- LMH -

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. - - -

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
MAR 19 '87
REFER TO
Potter
FOR
Info Invest R/W

7. DATE AUTHORIZATION EFFECTIVE December 1, 1986

8. FEDERAL ROUTE NUMBER - - -

9. STATE ROUTE NUMBER - - -

10. GENERAL LOCATION:
Willamette River (Steel Bridge & Ramps)

11. GENERAL DESCRIPTION OF WORK
Restripe and install reflective pavement markers

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON A XXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 12/1/86 as requested in Mr. Fredrickson's letter of 3/12/87 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 17 is approved to a TEC of $1,000; Federal Funds $850.

14. DATE 3/18/87

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

STATE OF OREGON

INTEROFFICE MEMO

PRO

TO: Larry Rulien
State Highway Engineer

DATE: January 22, 1987

RECEIVED
STATE HWY ENGR
JAN 22 '87
REFER TO
FOR
Info | Inve | R/D | D/R | Sign | Act | File

FROM: Robert N. Bothman
Deputy Director

SUBJECT: Contract Overruns

NOTED
V. E. SCHWART
1-23-87
cc Pat
Church

Please pursue the discussion of the contract overrun of the Steel Bridge.

We need to redefine for the new Commission the process of dealing with contract overruns. This should probably actually be construction authorizations which would then include engineering.

We need to define those actions which we can put on the Consent Calendar and those actions or limits where we take things to the Commission to discuss.

I would like to propose the ground rules before they are proposed by someone else.

The topic of overruns including our overall figures should be the subject of a briefing R

1-23-87 RNB:fn

Bob - I think they should be on the consent calendar. With the exception of the steel bridge and Sams particular concern the process has worked fairly well. Commissioners are always free to pull an item off the consent calendar and have it discussed. I need to see that a more descriptive letter is sent to them on the overruns - I can also be conscious of any unusual ones and not place them on the calendar Larry

81-125-1387

977

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

AGENDA
J [illegible] 7

CON 5
9748

DATE: January 8, 1987

TO: Oregon Transportation Commission

FROM: Larry Rulien
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Willamette River (Steel Bridge & Ramps) Section
Pacific West Highway, Multnomah County
Contract No. 9748

Contract work on the Federal-aid project to reconstruct the Steel Bridge to accommodate light rail is now essentially complete. It is apparent a previously approved request to overrun the project authorization will be inadequate. The earlier request was based on the Glisan Street ramp revision, rail replacement and deck resurfacing of the Everett Street ramp, extensive steel repair work, and a large number of project change orders. That increase was approved by action of the Commission at its meeting of January 21, 1986. It now appears that the final cost will exceed the project authorization by $1,098,000 or ten percent.

Major items contributing to the current overrun are railroad flagging, construction engineering, and unanticipated replacement of the lift span cables. The flagging and engineering overruns are the result of an increase in the project duration and the complexity of the work which required more extensive engineering and inspection work than normally required.

Cable replacement at this time is the result of the consultant's concern with the increased weight of the lift span. Also it was considered desirable to replace the 45 year old cables now, when traffic is already partially diverted by other construction, rather than delaying until traffic is fully restored.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $1,098,000 to a new total of $11,986,165.47. This matter will be on the consent calendar for the January 20 meeting.

cc: Bob Bothman
Fran Neavoll
C. O. Fredrickson
Dick Hacek
R. A. Kuehn
George Bell

Form 734-3122

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318

FILE: CON 5
9748

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: January 8, 1987

O. B. Jackmond

FROM: O. B. Jackmond
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Willamette River (Steel Bridge & Ramps) Section
Pacific West Highway, Multnomah County
Contract No. 9748

Contract work on the Federal-aid project to reconstruct the Steel Bridge to accommodate light rail is now essentially complete. It is apparent a previously approved request to overrun the project authorization will be inadequate. The earlier request was based on the Glisan Street ramp revision, rail replacement and deck resurfacing of the Everett Street ramp, extensive steel repair work, and a large number of project change orders. That increase was approved by action of the Commission at its meeting of January 21, 1986. It now appears that the final cost will exceed the project authorization by $1,098,000 or ten percent.

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There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $1,098,000. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:mk

Attach.

cc: R. A. Kuehn B. M. Walton
J. D. Howard Don Trout

81-125-1387

1984 Wil. R (Steel Bridge & Ramps) 9748
Sec, Pacific Hwy. in Portland
(gr, pav, str, trw, sign, ill, sig) #2

Form E-372 (Rev. 12-70)

OREGON STATE HIGHWAY DIVISION

Expected Overrun of Project Authorization

Project Willamette River (Steel Bridge & Ramps) Date Dec. 17 , 1986

Highway Pacific West Contract No. 9748

County Multnomah Kind of Work Structure & Paving Contractor Donald M. Drake Co.

	Incr.Approved 1-21-86	Originally Authorized	Estimated	
Contract Amount	$7,933,371.05	$7,793,569.31	$7,861,473.45	
Anticipated Items	600,068.50	564,800.00	795,512.50	
Contingency (4½%)	1,294,725.92	376,126.22	~~1,879,147.03~~ ~~1,395,147.03~~	1,879,179.52
Engineering	1,060,000.00	668,669.54	1,450,000.00	
~~Credits~~	~~Original Authorization 9,403,165.47~~ ~~Inc. in Proj. Auth. 1/21/86 $1,485,000.00~~		-	
PROJECT COST	$10,888,165.47	$9,403,165.47 ~~$10,888,165.47~~	~~11,986,132.90~~ ~~$11,502,132.98~~	11,986,165.47

NET INCREASE $ ~~1,097,967.51~~ ~~613,967.51~~ 1,098,000.00 OR 10.08 ~~5.6~~ %

MAJOR OVERRUNS AND UNDERRUNS (Describe Briefly)

(Indicate whether contract (C), anticipated (A), or unanticipated (U).
(List all unanticipated items) -See attached lists

		Expected Amount	Net Change
Attachment "A" - Contract Items	(C)	$7,861,473.45	+67,904.15
Attachment"B" - Price Agreements	(A)	31,068.50	*
" "	(U)	905,838.03	+905, 838.03
Attachment "C" - Extra Work Orders	(A)	188,544	+ 49,212.50 *
" " "	(U)	306,136	+306,136
Attachment "D" - State Force Orders	(A)	572,400	+181,500
" " "	(U)	183,173	+183,173
Pending Anticipated Items	(A)	3,500	-
Pending Unanticipated Item	(U)	484,000	484,000
Engineering		1,450,000	+781,330.46

*PA's & EWO's combined

Principal reasons for overruns (Continue on reverse side): See attached sheets

INSTRUCTIONS: A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

Submitted by ______ Resident Engineer

Noted by ______ Construction or ~~Bridge~~ Engineer

Confirmed by ______ Regional Engineer

Noted by ______ Deputy or State Highway Engineer

SP*68737-734

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: January 8, 1987

In Reply Refer to
File No
CON 5
9748

TO: Oregon Transportation Commission

FROM: Larry Rulien
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Willamette River (Steel Bridge & Ramps) Section
Pacific West Highway, Multnomah County
Contract No. 9748

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There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $1,098,000 to a new total of $11,986,165.47. This matter will be on the consent calendar for the January 20 meeting.

cc: Bob Bothman
Fran Neavoll
C. O.Fredrickson
Dick Hacek
R. A. Kuehn
George Bell

CE 1986-0330

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 14, 1986

IN REPLY REFER TO
FILE NO.:

CON 5 - 9748

Farwest Steel Corporation
P. O. Box 889
2000 Henderson Avenue
Eugene, OR 97403

Attention: C. W. Cooley
Treasurer

FILED
NOV 18 1986
BARBARA ROBERTS
SECRETARY OF STATE

We have received your Notice of Claim dated November 10, 1986, with attached invoice, against the following Highway Division contract:

FILED BY: Farwest Steel Corporation

AMOUNT: $6,287.37 in materials and $2,166.50 in service charges through 10/31/86. (Total $8,453.87)

FOR: Structural steel

AGAINST (PRIME CONTRACTOR) Donald M. Drake Company

SUBCONTRACTOR: Ron Platt Manufacturing

CONTRACT NO: 9748

PROJECT: Willamette River (Steel Bridge and Ramps) Section, Pacific Highway West, Multnomah County.

SURETY: United Pacific Insurance Co. and Reliance Insurance Co.

AGENT: Corroon and Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We note that you have filed the claim with the Secretary of State.

NOTED ON CARD

11-18-86cc

731-0188 (10-85)

Please advise this office when your claim has been paid.

Fran Neavoll
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N. W. Flanders
Portland, OR 97209

Reliance Insurance Company
P. O. Box 5669
Portland, OR 97228

United Pacific Insurance Co.
Bond Department
33405 8th Avenue So. C-3000
Federal Way, WA 98003

Corroon and Black of Oregon
P. O. Box 8699
Portland, OR 97207

bc: ✓ Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
NOV 19 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

FARWEST STEEL
Corporation

November 10, 1986

NOTICE OF CLAIM

(OREGON PUBLIC WORKS)

TO: Oregon State Department of Transportation
Transportation Building
Salem, Oregon 97310

NOTICE IS HEREBY GIVEN That the undersigned, Farwest Steel Corporation has a claim for Structural Steel in the sum of Eight Thousand Four Hundred Fifty Three and 87/100 Dollars ($8,453.87) [$6,287.37 in materials and $2,166.50 in service charges through 10/31/86. Service charges continue to accrue at $3.10 per diem until material invoices are paid.] against the bond taken from Donald M. Drake Co. as principal, and United Pacific Insurance Company Reliance Insurance Company as surety or sureties for the work of the Oregon State Department of Transportation, Contract No. 9748, Steel Bridge, Portland, Oregon.

Dated this 10th day of November, 1986.

Farwest Steel Corporation

C. W. Cooley
Treasurer

CWC/slh

RECEIVED
NOV 13 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Post Office Box 889 • Eugene, Oregon 97440 • (503) 686-2000
Location: 2000 Henderson Ave. • Eugene, OR 97403

JAN 1, 1986 TO MAY 31, 1986

PLATT MFG.: RON
200 S.E. BRIDGEFORD BLVD.
BEND OR 97702

71
6/80 AR-01 IN-

RECEIVED
NOV 13 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

JOB 0014 ODOT 9748 STEEL BRIDGE,PTLD,OR

DEB O/DO OACM O/DO FIN STMT O/DO BANK STROM TERMS
CREDIT GUIDE HIGH BAL THIS YEAR 204,674

5-025779	5/28/85 2/19/86	INVOICE PAYMENT	050647	2,543.64	2,543.64-	.00	267
5-032577	6/28/85 2/19/86	INVOICE PAYMENT	060426	626.61	626.61-	.00	236
35-032578	6/28/85 2/19/86	INVOICE PAYMENT	060440	734.14	734.14-	.00	236
35-032579	6/28/85 2/19/86	INVOICE PAYMENT	060546	5,204.62	3,095.61-	2,109.01	337
85-032580	6/28/85	INVOICE	060555	1,103.45		1,103.45	337
85-032581	6/28/85	INVOICE	060565	907.80		907.80	337
85-032582	6/28/85	INVOICE	060552	1,292.97		1,292.97	337
85-034412	7/10/85	INVOICE	060427	795.14		~~795.14~~	325
85-034413	7/10/85	INVOICE	063223	75.00		75.00	325
85-041813	8/15/85	SVC CHARGE	S07259	42.50		42.50	289
85-047923	9/17/85	SVC CHARGE	S08255	213.36		213.36	256
85-052929	10/10/85	SVC CHARGE	S09261	196.50		196.50	233
85-060408	11/14/85	SVC CHARGE	S10264	203.05		203.05	198
85-065879	12/17/85	SVC CHARGE	S11285	196.50		196.50	165
86-002088	1/14/86	SVC CHARGE	S12301	203.05		203.05	137
86-006469	2/18/86	SVC CHARGE	S01278	203.05		203.05	102
86-012694	3/12/86	SVC CHARGE	S02258	148.90		148.90	80
86-018440	4/10/86	SVC CHARGE	S03275	96.10		96.10	51
86-025173	5/14/86	SVC CHARGE	S04275	93.00		93.00	17
86-030254	6/09/86	SVC CHARGE		96.10		96.10	
	JUNE	SVC CHARGE		93.00		93.00	
	JULY	SVC CHARGE		96.10		96.10	
	AUGUST	SVC CHARGE		96.10		96.10	
	SEPTEMBER	SVC CHARGE		93.00		93.00	
	OCTOBER	SVC CHARGE		96.19		96.19	
			10-31-86 BALANCE			8,453.87	

FARWEST STEEL
Corporation

November 10, 1986

NOTICE OF CLAIM

(OREGON PUBLIC WORKS)

TO: Secretary of State
Barbara Roberts
State Capital Building Room 141
Salem, Oregon 97310-0722

NOTICE IS HEREBY GIVEN That the undersigned, Farwest Steel Corporation has a claim for Structural Steel in the sum of Eight Thousand Four Hundred Fifty Three and 87/100 Dollars ($8,453.87) [$6,287.37 in materials and $2,166.50 in service charges through 10/31/86. Service charges continue to accrue at $3.10 per diem until material invoices are paid.] against the bond taken from Donald M. Drake Co. as principal, and United Pacific Insurance Company Reliance Insurance Company as surety or sureties for the work of the Oregon State Department of Transportation, Contract No. 9748, Steel Bridge, Portland, Oregon.

Dated this 10th day of November, 1986.

Farwest Steel Corporation

C. W. Cooley
Treasurer

CWC/slh

COPY

RECEIVED
NOV 13 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Post Office Box 889 • Eugene, Oregon 97440 • (503) 686-2000
Location: 2000 Henderson Ave. • Eugene, OR 97403

FARWEST STEEL
Corporation

NOTICE OF CLAIM ON PAYMENT BOND

(OREGON PUBLIC WORKS)

STATE OF OREGON)
) ss.
LANE COUNTY)

TO: Donald M. Drake Co.
1740 N.W. Flanders
Portland, OR 97209

YOU ARE HEREBY NOTIFIED That the undersigned, Farwest Steel Corporation has a claim in the sum of Eight Thousand Four Hundred Fifty Three and 87/100 ($8,453.87) [$6,287.37 in materials and $2,166.50 in service charges through 10/31/86. Service charges continue to accrue at $3.10 per diem until material invoices are paid.], due against the bond taken from Donald M. Drake Co., as principal and United Pacific Insurance Company Reliance Insurance Company as surety, for the work or labor and materials performed or furnished by us on the Oregon State Department of Transportation Contract No. 9748.

YOU ARE HEREBY NOTIFIED That the undersigned performed labor and/or furnished materials consisting of the following: Structural Steel

That the labor and/or materials above-described were performed and/or furnished by virtue of and for use in the performance of that certain contract between the principal and public boy above-described, to wit:
Oregon State Department of Transportation
Contract No. 9748, Steel Bridge
Portland, Oregon

That said materials and/or labor were furnished to and received by Ron Platt Mfg. with the authority to receive the same and that a claim for payment therefore is hereby asserted against you.

That the last performance of labor and/or furnishing of materials by the undersigned was on the 9th day of July, 1985, which labor was performed and/or materials were furnished as follows: Structural Steel

You are notified and notice is sent pursuant to and in complience with the laws of the State of Oregon, as set forth in ORS 279.526 and the amount above-claimed as due and owing is that sum remaining after due allowance for all just credits and offsets.

Dated this 10th day of November, 1986.

Farwest Steel Corporation

C. W. Cooley, Treasurer

COPY

RECEIVED
NOV 13 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Post Office Box 889 • Eugene, Oregon 97440 • (503) 686-2000
Location: 2000 Henderson Ave. • Eugene, OR 97403

9718

n

STATE OF OREGON

2206 NW Thurman
Portland, Oregon 97210

INTEROFFICE MEMO

CON 5
9748

TO: C.O. Fredrickson

DATE: November 12, 1986

FROM: John Howard, Project Mgr.

SUBJECT: Willamette River
(Steel Br. & Ramps)
Contract No. 9748
Construction Lien

RECEIVED
NOV 18 1986
LEGAL

Enclosed for your information is a copy of a construction lien filed by the painter, Ultimate Development Corp.

JH:ew

Enclosure

RECEIVED
NOV 14 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

XC to Comm. Services 11/13/86

Sollis said to file only-

81-125-1387

Contains Recycled Materials

CTION LIEN— Any Contractor Except an Original Contractor. STEVENS-NESS LAW PUB. CO., PORTLAND, OR 97204

unt is an original contractor, use S-N Form No. 1161

KNOW ALL MEN BY THESE PRESENTS: The undersigned, hereinafter called the claimant, has performed labor, transported or furnished materials and/or rented equipment under a contract between claimant and Donald M. Drake Co. who was the ☒ original contractor, ☐ subcontractor, ☐ construction agent or ☐ other person (indicate which) having charge of the construction of that certain improvement known as Willamette River (Steel Bridge & Ramps) situated upon certain land in the County of Multnomah, State of Oregon, which is the site of said improvement, described as follows:

Willamette River (Steel Bridge & Ramps)
Pacific Highway West
Multnomah County

The address of said improvement, if known (if unknown, so state) is unknown, in the City of Portland, in said county and state.

The name of the owner or reputed owner of said land is Oregon Highway Dept., who at all times herein mentioned had knowledge of the construction of said improvement.

The name of the person by whom claimant was employed or to whom he furnished said materials and for whom he performed said labor and/or rented equipment is Donald M. Drake Co.

Claimant commenced his performance of said contract on 2-14-85, 19 ......, and completed same on 8-1-86, 19 ......, after which he ceased to provide labor, transport or furnish materials and/or rent equipment.

A Notice of Right to Lien in the form required by §5, Ch. 757, Oregon Laws 1981, was delivered in person or delivered by registered or certified mail, to said owner on ...., 19 ......, and this lien covers only those materials and that labor provided after a date which is ten (10) days before said Notice of Right to Lien was delivered or mailed.

The following is a true statement of claimant's demand after deducting all just credits and offsets, to-wit:

The reasonable value of claimant's labor, materials and equipment is:

Labor	$ 15,000.00
Materials	$ 2,500.00
Equipment	$ 2,500.00
	$
Recording fees	$ 9.00
Total	$ 20,009.00
Less all just credits and offsets	$
Balance due claimant	$ 20,009.00

Claimant claims a lien for the amount last stated upon the said improvement and upon the site, to-wit: the land upon which said improvement is constructed, together with the land that may be required for the convenient use and occupation of the improvement constructed on said site, to be determined by the court at the time of the foreclosure of this lien.

In construing this instrument, the masculine pronoun means and includes the feminine and the neuter and the singular includes the plural, as the circumstances may require.

Dated Oct. 21, 1986

Ultimate Development Corp.

Claimant

— OVER —

RECEIVED
NOV 14 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

1748

CITY OF
PORTLAND, OREGON
OFFICE OF TRANSPORTATION

Margaret D. Strachan, Commissioner
Transportation Engineering
1120 S.W. Fifth Avenue
Room 802
Portland, Oregon 97204-1971
(503) 796-7004

November 7, 1986

Jeff Kaiser
Oregon State Highway Division
9002 McLoughlin Blvd
Milwaukie, OR 97222

Re: **Approaches to the Steel Bridge** Mult. Co.

Dear Mr. Kaiser:

Reference our telephone conversation of October 16, 1986. Presently, it is very difficult for westbound bicyclists from either Holladay or Williams Streets to enter the bridge without undue inconvenience. Bikers, for example, are trapped by the Max tracks on Holladay . On the west side, there are no curb cuts on Front Avenue at the bridge ramp to enable cyclists to get on the sidewalks.

The following are improvements the City recommends to facilitate the movement of bicyclists and pedestrians onto the Steel Bridge:

1. **Westbound**

   From Holladay Street:

   - Remove parking on the south side of Holladay from Occident (Photo #1) so bicyclists could use the existing curb cut and walkway (Photo #2) to the tunnel. Install bike guide sign and left arrow at walkway; mark bike stencil on pavement in area where parking is removed; and, install "No Bikes" at existing "Right-Lane-Ends" sign.

   - Extend the existing bike/pedestrian fence to the edge of the tunnel to prevent bicycles from using the unpaved surface (Photo #3) , both sides.

   - Construct curb ramp on bridge sidewalk along Interstate (Photo #4). The "Bicyclists-to-Cross Bridge . . . " sign could be moved closer to the location of this curb ramp, or an additional sign could be installed.

__From Williams Street:__

- Provide curb cuts on east side of Williams (as indicated on Photo #5) and construct pedestrian bikeway via island to Interstate (Photos Nos. 5 & 6). Install bike guide sign and "No Bikes" sign.

- Construct curb cut on east side of Interstate at end of walkway/bikeway. Mark cross-walk and add stop sign on light pole to control bike crossing across Interstate. (Photos #6 and #6b).

- Install bike crossing/pedestrian crossing sign 250 ft. to crossing (Photo #7) on Interstate.

2. **Eastbound**

   - Construct curb ramps (Photo #8) to facilitate access to the bridge.

Enclosed also are engineering drawings indicating approximate locations of some of the required improvements. Please call me at 796-7082 if you have gqestions regarding this project.

Thank you.

Sincerely

Krys Ochia
Alternative Transportation Program

KO:c/wp

Enclosures

c: Dave Lohman, Citizens Advisory Committee
Terry Bray, Transportation Engineering
Dave Hatch, Traffic Management
Dick Unrein, Highway Division, Salem
Citizens Bicycle and Pedestrian Advisory Committee

RDE
FDE
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I BPM V

RECEIVED
NOV 12 1986
ROAD DESIGN SECTION

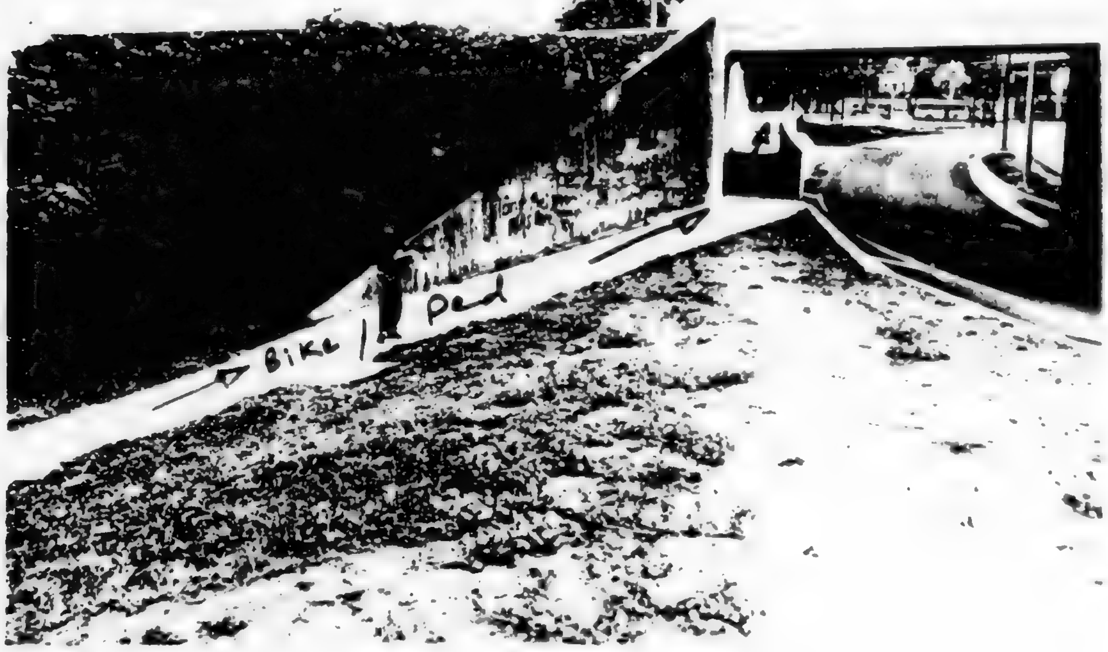
LPC
LA
LDS
RWD
OFFICE
Copy All
Return To

#1

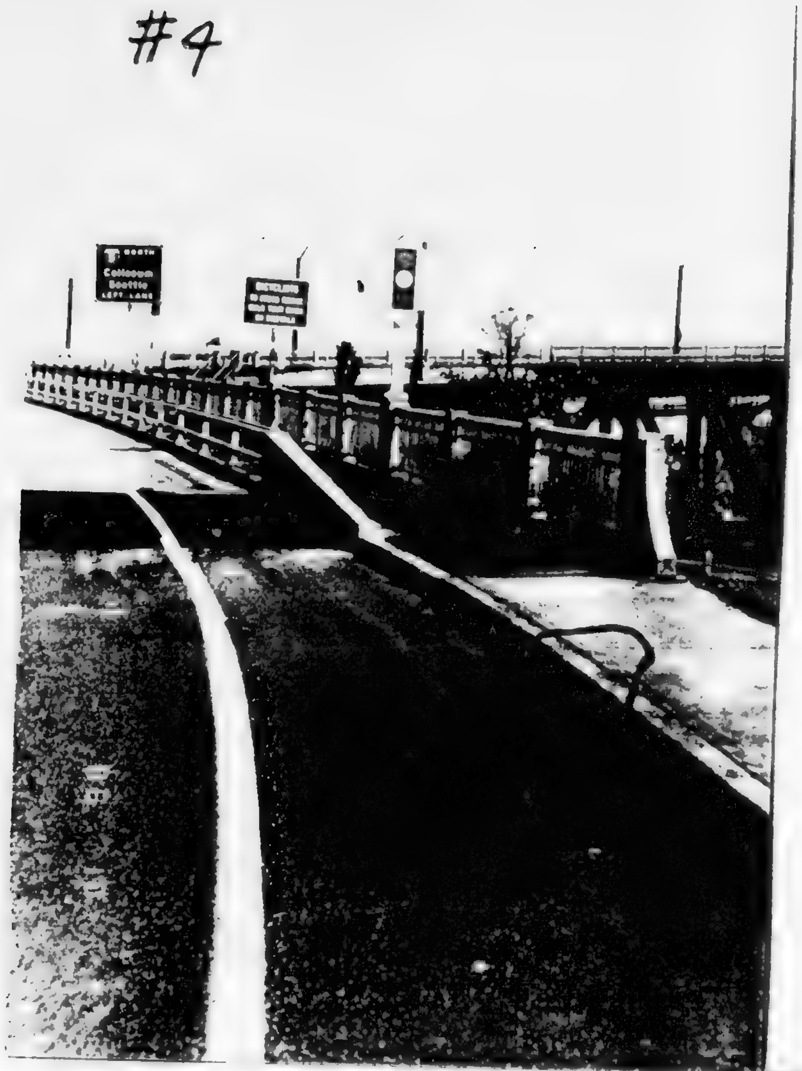
Steel Bridge
City Center
Williams Ave

#2

#3



#4

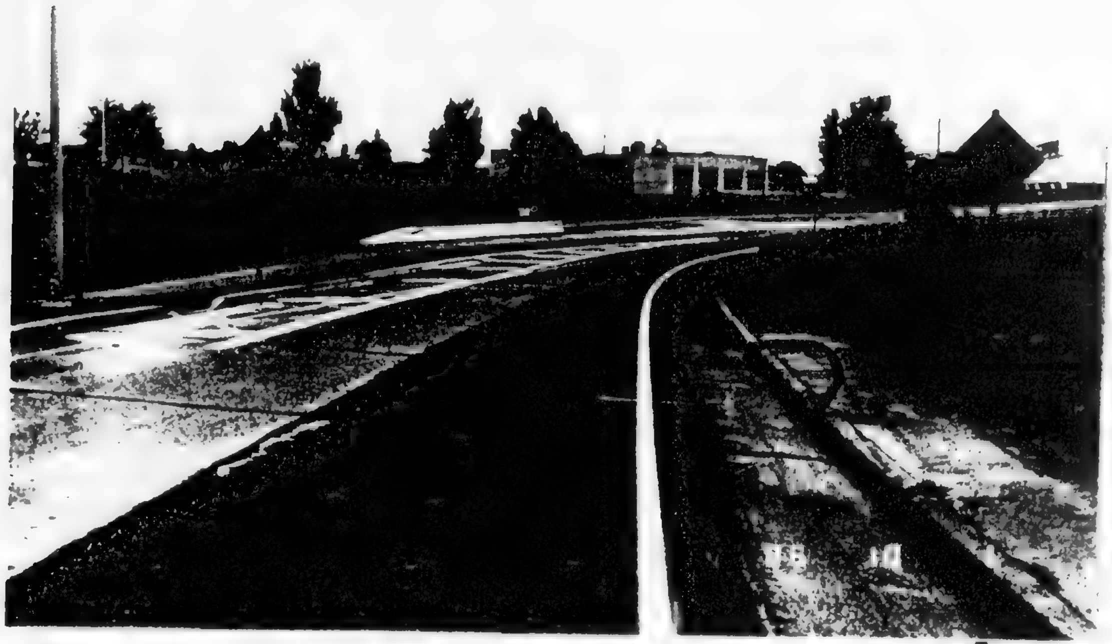

Coliseum
Seattle
LEFT LANE

#5

#6

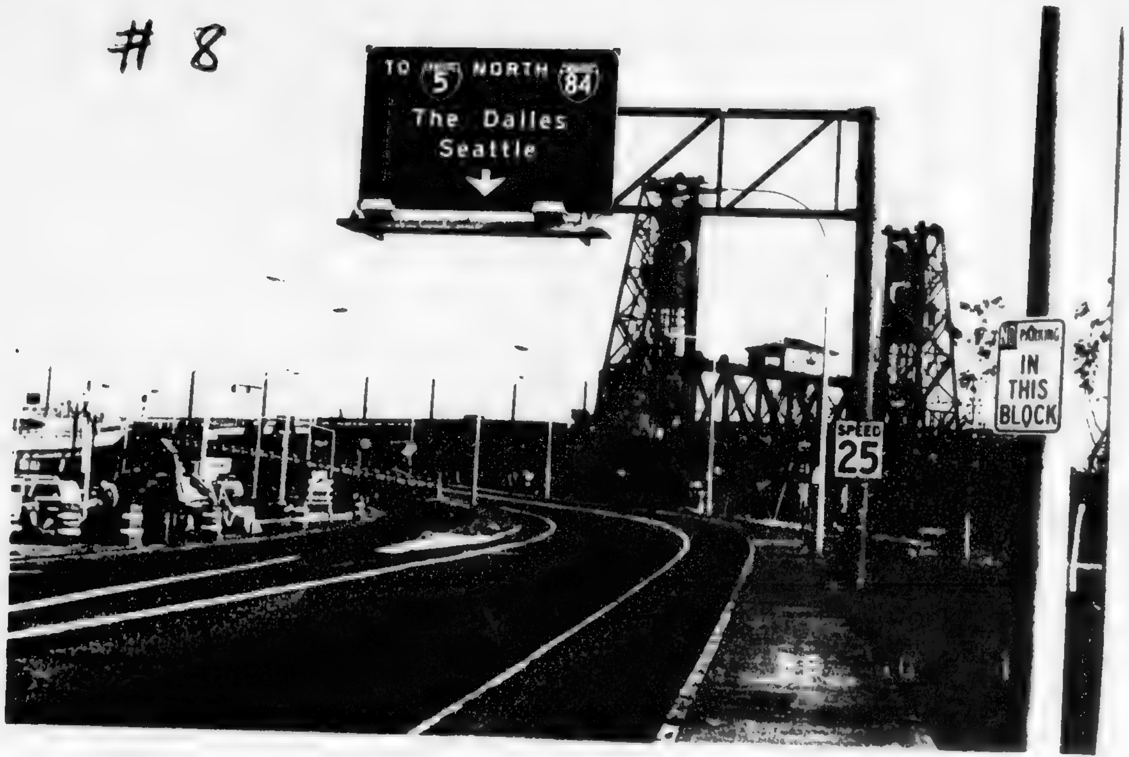
Interstate

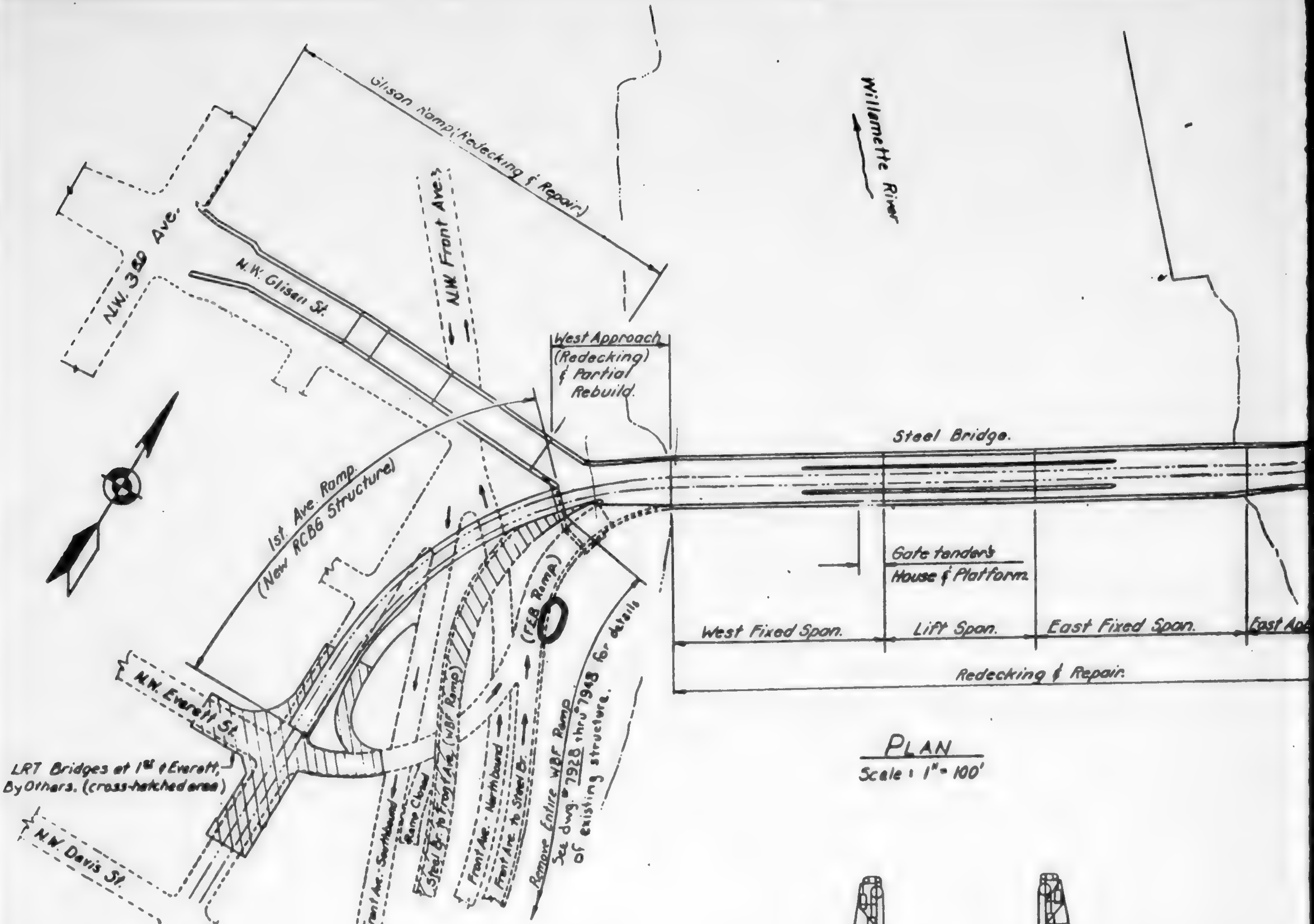
#6b



#7

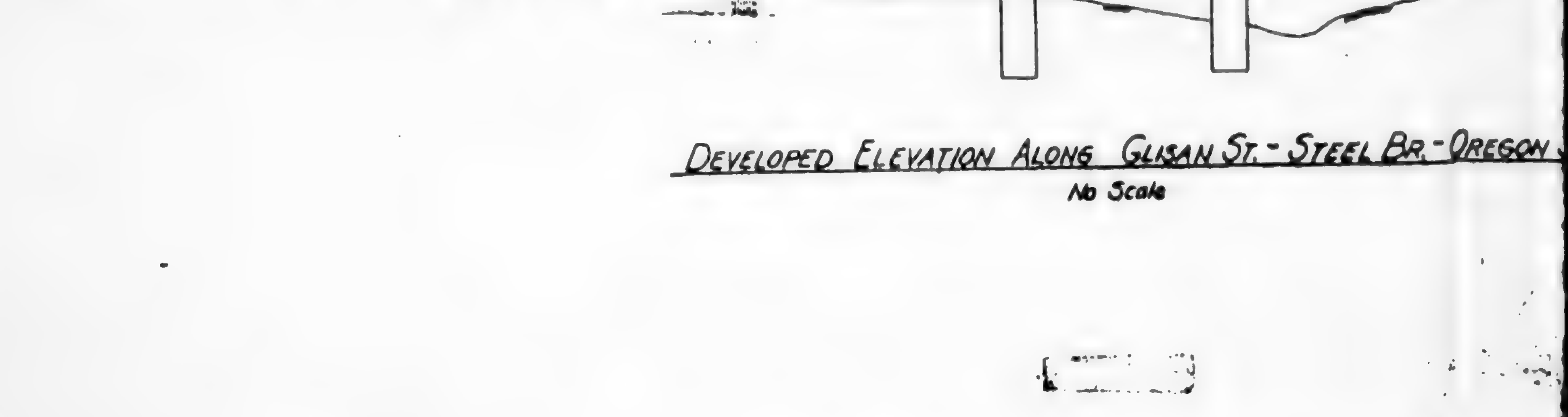
#8


TO 5 NORTH 84
The Dalles
Seattle
SPEED 25
NO PARKING
IN THIS BLOCK


Glisan Ramp: Redecking & Repair.
Willamette River
NW. 3RD Ave.
N.W. Front Ave.
N.W. Glisan St.
West Approach (Redecking) & Partial Rebuild.
Steel Bridge.
1st. Ave. Ramp. (New RCBG Structure)
Gate tender's House & Platform.
West Fixed Span.
Lift Span.
East Fixed Span.
East App
Redecking & Repair.
(EB Ramp)
N.W. Everett St.
LRT Bridges at 1st & Everett, By Others. (cross-hatched area)
N.W. Davis St.
N.W. 1st Ave.
Front Ave. Southbound
Ramp Closed
Steel Br. to Front Ave. (WBF Ramp)
Front Ave. Northbound
Front Ave. to Steel Br.
Remove Entire WBF Ramp
See dwg. # 7928 thru 7948 for details of existing structure.

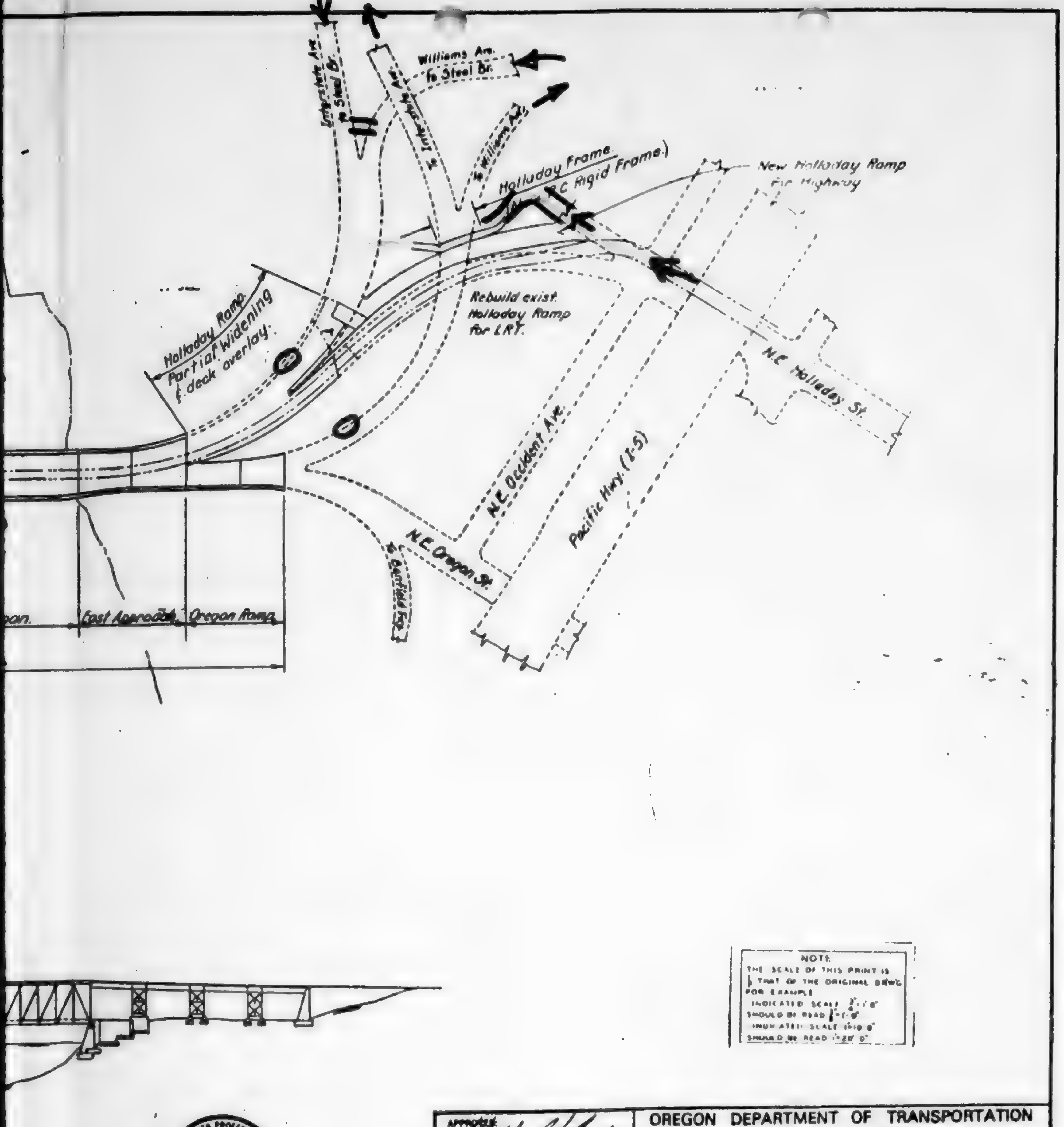
PLAN

Scale: 1" = 100'



DEVELOPED ELEVATION ALONG GLISAN ST. - STEEL BR. - OREGON

No Scale


Williams Ave.
to Steel Br.
Interstate Ave.
to Steel Br.
fr. Interstate Ave.
to Williams Ave.
Holladay Frame
(R.C. Rigid Frame.)
New Holladay Ramp
for Highway
Holladay Ramp
Partial Widening
& deck overlay.
Rebuild exist.
Holladay Ramp
for LRT.
N.E. Holladay St.
N.E. Occident Ave.
Pacific Hwy. (I-5)
N.E. Oregon St.
to Burnside Br.
East Approach
Oregon Ramp
pan.

NOTE
THE SCALE OF THIS PRINT IS ½ THAT OF THE ORIGINAL DRWG
FOR EXAMPLE
INDICATED SCALE ¼"=1'-0"
SHOULD BE READ ⅛"=1'-0"
INDICATED SCALE 1"=10'-0"
SHOULD BE READ 1"=20'-0"

BR.-OREGON ST.

BRIDGE ENGINEER

APPROVED: P.E.
BRIDGE ENGINEER
P.E.
ASST. STATE HIGHWAY ENGINEER

DESIGNED
DRAWN T. Shike
CHECKED
REVIEWED [illegible] 11-21-83
REVIEWED [illegible] 11-2-83
CALC. BOOK

DATE	REVISION

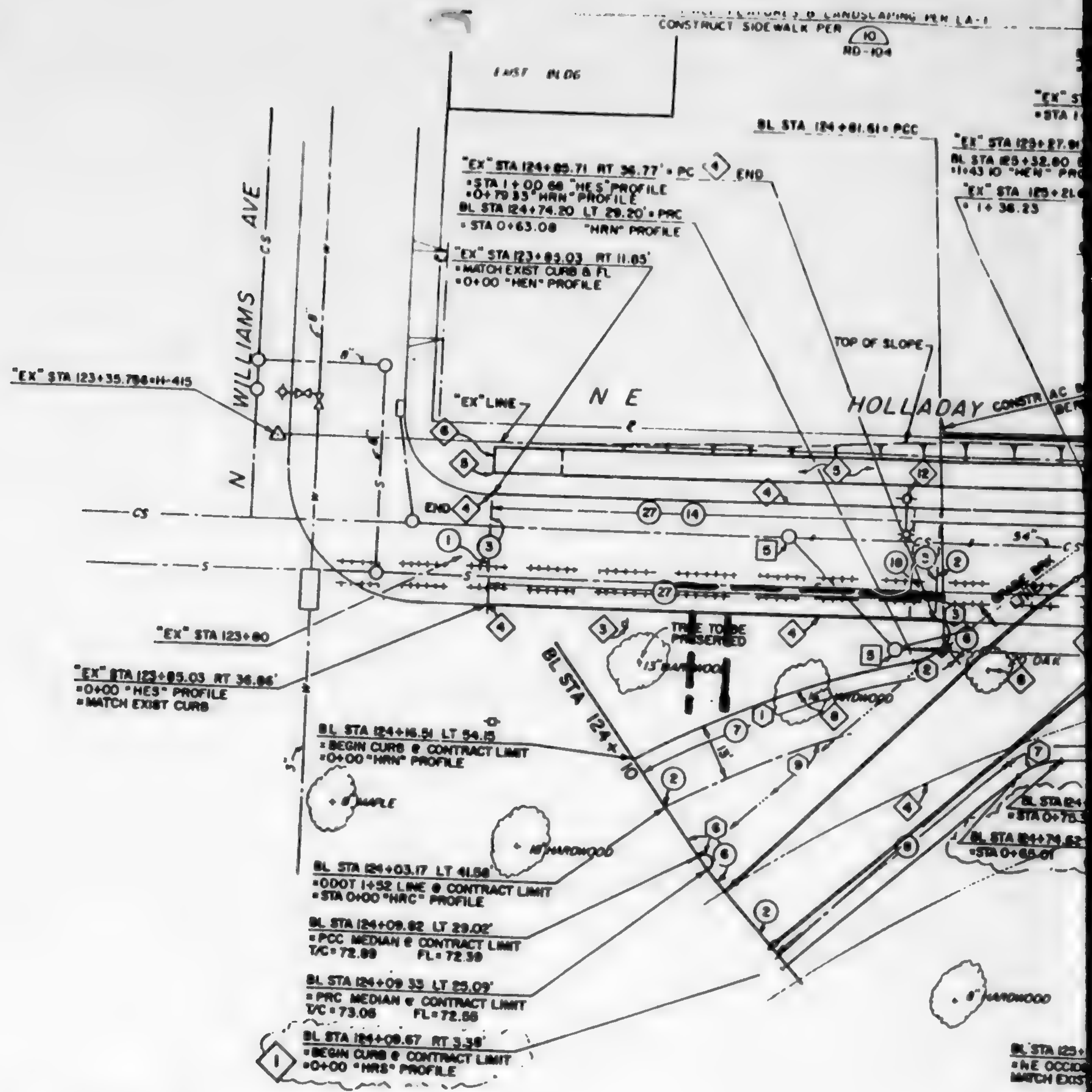
OREGON DEPARTMENT OF TRANSPORTATION
BRIDGE DESIGN SECTION

REDECKING OF STEEL BRIDGE AND RAMPS
WILLAMETTE RIVER (STEEL BR. & RAMPS) SECTION
PACIFIC HIGHWAY WEST
MULTNOMAN COUNTY

PLAN AND ELEVATION

ACCOMPANIED BY DWGS. See Index, Sheet 2

DATE Nov, 1983
BRIDGE NO. [illegible]
SHEET 1 OF
DRAWING NO. 38001


CONSTRUCT SIDEWALK PER 10 RD-104
EXIST BLDG
N WILLIAMS AVE
NE HOLLADAY
"EX" LINE
TOP OF SLOPE
BL STA 124+81.61 = PCC
"EX" STA 124+85.71 RT 36.77' = PC
= STA 1+00.66 "HES" PROFILE
= 0+79.35 "HRN" PROFILE
BL STA 124+74.20 LT 29.20' = PRC
= STA 0+63.08 "HRN" PROFILE
"EX" STA 123+85.03 RT 11.85'
= MATCH EXIST CURB & FL
= 0+00 "HEN" PROFILE
"EX" STA 123+35.794=H-415
"EX" STA 123+80
"EX" STA 123+85.03 RT 36.86'
= 0+00 "HES" PROFILE
= MATCH EXIST CURB
END
TREE TO BE PRESERVED
15" HARDWOOD
BL STA 124+10
BL STA 124+16.51 LT 54.15
= BEGIN CURB @ CONTRACT LIMIT
= 0+00 "HRN" PROFILE
8" MAPLE
16" HARDWOOD
BL STA 124+03.17 LT 41.56'
= ODOT 1+52 LINE @ CONTRACT LIMIT
= STA 0+00 "HRC" PROFILE
BL STA 124+09.82 LT 29.02'
= PCC MEDIAN @ CONTRACT LIMIT
T/C = 72.89 FL = 72.59
BL STA 124+09.35 LT 25.09'
= PRC MEDIAN @ CONTRACT LIMIT
T/C = 73.06 FL = 72.56
BL STA 124+09.67 RT 3.38'
= BEGIN CURB @ CONTRACT LIMIT
= 0+00 "HRS" PROFILE
8" HARDWOOD
OAK

DRAWING CROSS REFERENCE NOTE

OTHER CONTRACT DRAWINGS WHICH INCORPORATE ADDITIONAL CONSTRUCTION FEATURES TO BE CONSTRUCTED IN THIS AREA:

CONTROL BASELINE	CS-4
ROADWAY PROFILE	RD-60
DRAINAGE	DR-1
TRACK ALIGNMENT	TA-16.7
STREET LIGHTING	ET-7
SIGNALIZATION	TR-2
CROSS STREET ROADWAY PROFILE	RD-70
CURB RETURN PROFILE	RD-70
LANDSCAPING, CONCRETE JOINTING & SCORING	RD-71
LANDSCAPE IRRIGATION	LA-
SIGNALING CONDUIT & DUCT BANK	LA-19
TYPICAL ROADWAY SECTION	SC-401
	RD-117, 118

NOTE

1. STATIONING IS BASED ON GROUND COORDINATES
2. STREET STATIONING AND TRACK STATIONING DO NOT COINCIDE

NOTE

ELEVATIONS ARE REFERENCED TO CITY OF PORTLAND VERTICAL DATUM OF 1896 1.375 FEET ABOVE THE USC&GS 1947 ADJUSTMENT

DEMOLITION LEGEND

◇1	ABANDON EXISTING SUMP CONNECTION-RECONNECT TO NEW CATCH BASIN
◇2	HAND-HOLD TO BE ADJUSTED
◇3	REMOVE EXISTING TRAFFIC SIGN AND DELIVER TO THE CITY OF PORTLAND
◇4	REMOVE EXISTING CURB
◇5	REMOVE EXISTING SIDEWALK
◇6	LIMITS OF PAVEMENT/SIDEWALK REMOVAL - DETERMINED BY NEAREST SCORE LINE OR CONSTRUCTION JOINT
◇7	REMOVE EXISTING TRAFFIC/PEDESTRIAN SIGNAL & DELIVER TO CITY OF PORTLAND ALBINA MAINTENANCE FACILITY
◇8	REMOVE TREE
◇9	POWER POLE TO BE REMOVED BY P P & L
◇10	EXISTING DRIVEWAY TO BE ABANDONED
◇11	SEE DR DRAWINGS FOR DISPOSITION

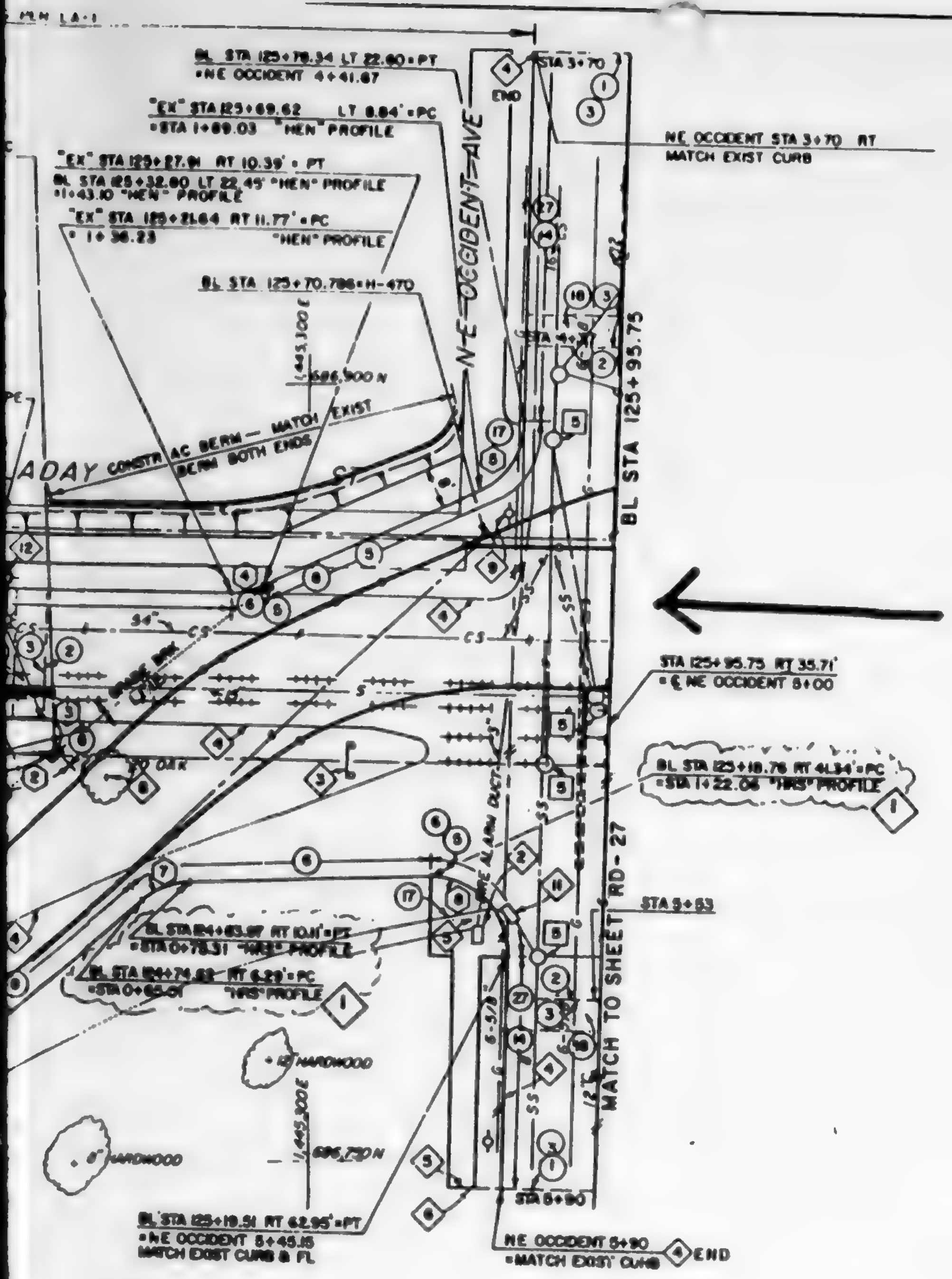
◇	[illegible]	11/[illegible]	[illegible]	[illegible] NOTES
				ISSUED FOR BID
		BY	APPD	REVISIONS

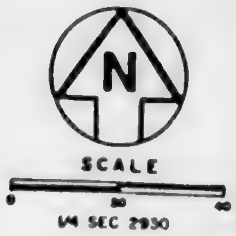
PRIEST/[illegible] 11/30/[illegible]
DESIGNED DATE
[illegible] 11/30/[illegible]
DRAWN DATE
CHECKED DATE
APPROVED DATE
FB NO 12,193

TRI-COUNTY METROPOLITAN TRA

WILSEY & HAM

SUBMITTED DATE


MH LA-1
BL STA 125+78.34 LT 22.60'=PT
=NE OCCIDENT 4+41.67
"EX" STA 125+69.62 LT 8.84'=PC
=STA 1+89.03 "HEN" PROFILE
"EX" STA 125+27.91 RT 10.39'=PT
BL STA 125+32.80 LT 22.45' "HEN" PROFILE
=1+43.10 "HEN" PROFILE
"EX" STA 125+21.64 RT 11.77'=PC
= 1+36.23 "HEN" PROFILE
BL STA 125+70.786=H-470
645,300 E
686,900 N
N-E OCCIDENT AVE
END
STA 3+70
NE OCCIDENT STA 3+70 RT
MATCH EXIST CURB
STA 4+37
BL STA 125+95.75
ADAY CONSTR AC BERM — MATCH EXIST BERM BOTH ENDS
CS
SS
S
34"
OAK
FIRE ALARM DUCT
STA 125+95.75 RT 35.71'
=℄ NE OCCIDENT 5+00
BL STA 125+18.76 RT 41.34'=PC
=STA 1+22.06 "HRS" PROFILE
BL STA 124+83.97 RT 10.11'=PT
=STA 0+75.31 "HRS" PROFILE
BL STA 124+74.69 RT 6.29'=PC
=STA 0+65.01 "HRS" PROFILE
MATCH TO SHEET RD-27
STA 5+63
12" HARDWOOD
8" HARDWOOD
645,300 E
686,750 N
BL STA 125+19.51 RT 62.95'=PT
=NE OCCIDENT 5+45.15
MATCH EXIST CURB & FL
STA 5+90
NE OCCIDENT 5+90
=MATCH EXIST CURB
END


N
SCALE
0
30
60
1/4 SEC 2930

CURVE DATA

	R	Δ	L	T
①	213.02'	16°58'02"	63.08'	31.77'
②	15.00'	29°55'28"	7.83'	4.01'
③	3.50'	137°46'47"	8.42'	9.07'
④	15.00'	24°42'07"	6.47'	3.28'
⑤	15.00'	65°49'17"	17.23'	9.70'
⑥	2.00'	164°25'16"	5.74'	14.62'
⑦	15.00'	39°20'00"	10.30'	5.36
⑧	15.00'	92°15'24"	24.15'	15.60'
⑨	200.02'	27°00'23"	94.27'	48.03'

THIS PRINT IS HALF SIZE REPRODUCED

NEW CATCH BASIN

CITY OF PORTLAND

ETERMINED BY
T

NAL & DELIVER TO
CILITY

ADJUSTMENT/RELOCATION LEGEND

1	WATER METER TO BE ADJUSTED TO GRADE BY WATER BUREAU
2	VALVE BOX TO BE ADJUSTED TO GRADE BY WATER BUREAU
3	WATER VAULT TO BE ADJUSTED TO GRADE BY WATER BUREAU
4	FIRE HYDRANT/VALVE BOX TO BE RELOCATED BY WATER BUREAU
5	ADJUST MANHOLE FRAME & COVER TO GRADE
6	MANHOLE FRAME & COVER TO BE ADJUSTED TO GRADE BY OTHERS
7	VENT FRAME & COVER TO BE ADJUSTED TO GRADE BY OTHERS
8	VALVE BOX TO BE ADJUSTED TO GRADE BY OTHERS
9	METER BOX TO BE ADJUSTED TO GRADE BY OTHERS
10	REMOVE AND REPLACE EXISTING FENCE
11	REMOVE AND RELOCATE EXISTING FENCE AT NEW TOP OF SLOPE

CONSTRUCTION LEGEND

①	LIMITS OF PAVEMENT REMOVAL
②	LIMITS OF CONCRETE PAVING
③	LIMITS OF A C PAVING
④	CONSTRUCT CURB & SIDEWALK PER CITY OF PORTLAND STANDARD PLAN NO 3-140
⑤	CONSTRUCT SIDEWALK ONLY PER CITY OF PORTLAND STANDARD PLAN NO 3-141

CONSTRUCT CONCRETE CURB			CONSTRUCT COMBINATION WARNING STRIP/CURB/GUTTER		
	TYPE	DETAIL		TYPE	DETAIL
⑥	7	5 RD-107	⑩	2	4 RD-106
⑦	8	6 RD-107	⑪	3	1 RD-107
⑧	1	2 RD-106	⑫	4	2 RD-107
⑨	5	3 RD-107	⑬	6	4 RD-107

⑭	CONSTRUCT SIDEWALK PER 12 RD-104
⑮	PROPERTY LINE ADJUSTMENT REQUIRED. SEE REFERENCED SHEETS FOR DETAILS OF MODIFICATIONS
⑯	CONSTRUCT DRIVEWAY PER 1 RD-106 VERIFY LOCATION & WIDTH OF DRIVEWAY IN THE FIELD
⑰	CONSTRUCT WHEELCHAIR RAMP PER CITY OF PORTLAND STD PLAN NO 3-123
⑱	CONSTRUCT CONCRETE PAVEMENT TO A C PAVEMENT PER DETAIL 11 RD-104
⑲	CONSTRUCT MEDIAN PER 1 RD-106
⑳	CONSTRUCT MEDIAN PER 3 RD-106
㉑	CONSTRUCT SIDEWALK WITH INTEGRAL RETAINING WALL PER 4 RD-108
㉒	CONSTRUCT DRIVEWAY WING ONLY PER STD PLAN NO 3-104 - WING WIDTH TO MATCH EXISTING
㉓	ADJUST EXIST WALK/DRIVEWAY/STEP TO MATCH NEW SIDEWALK GRADE PER STD PLAN NO 3-138
㉔	REMOVE EXIST PARKING LOT & REPLACE TO MATCH NEW SIDEWALK GRADE PER DETAIL 12 RD-104
㉕	CONSTRUCT SIDEWALK WITH INTEGRAL CURB PER 8 RD-108
㉖	CONSTRUCT DRIVEWAY & CURB INTEGRALLY WITHOUT GUTTER PER DETAIL 1 RD-106
㉗	CONSTRUCT CURB ONLY PER STD PLAN NO 3-130
㉘	CONSTRUCT CURB ONLY PER STD PLAN NO 3-141

OPOLITAN TRANSPORTATION DISTRICT OF OREGON

AM

BECHTEL

N E HOLLADAY STREET
ROADWAY
PLAN
N WILLIAMS AVE TO NE OCCIDENT AVE

7718

DM DRAKE

DONALD M. DRAKE COMPANY
1740 NORTHWEST FLANDERS STREET
PORTLAND, OREGON
97209-2283
CONTRACTORS/DEVELOPERS
503 226-3991

File.

September 3, 1986

NOTED
W. E. SCHWARTZ

letter handed to us 9/3/86 at meeting w/ Franklin Drake, et. al. Harwood & Carol also have copies. We have reduced retainage & are considering time extension.
WES

Oregon State Highway Division
Highway Division
Transportation Building
Salem, Oregon 97310

SUBJECT: Greeley Avenue Connection to I-5
Contract No. 9729
Willamette River (Steel Bridge & Ramps)
Contract: 9748

Gentlemen:

As you know, we are the prime contractor on the above projects and have, from the start, attempted to prosecute the work in a timely and efficient manner. You are acquainted with our Company and its long history of both substantial and successful prosecution of many highway contracts and related work. We estimated, entered into contracts, and proceeded to prosecute these projects in the same fashion as we have historically utilized.

During the course of each of these projects, various events have given rise to appropriate extensions of time, so far as Donald M. Drake Company is concerned. With respect to the Greeley project, you are well aware of our various requests for extensions of time, including those requests based upon extra and additional work performed, design changes, and other appropriate bases under the Standard Specifications. With respect to the Steel Bridge project, you are equally well aware of the manner and method by which we proceeded with the work and the bases upon which we believe extensions of time should be granted.

Notwithstanding the foregoing, there have been inappropriate assessments of liquidated damages against project/contract earnings. Any such assessment, either currently in force or contemplated by the State, will create serious, virtually irreparable financial distress for the Donald M. Drake Company. Naturally, given the substantial events and occurrences which have taken place in connection with the prosecution of the work, and the costs involved in doing both the originally contracted work, as well as changed work by Drake, we believe that any withholding by the Department to be both ill advised and inappropriate. Certainly, the State has other equally effective protection with respect to liquidated damages if it chooses to exercise its rights. For example, the State can release earned-but-undisbursed contract funds and release from the retainage security, expressly providing in doing so that such disbursement and release is without prejudice to any right of the State to later assess liquidated damages. Certainly, we are willing to acknowledge such release without waiver and with the full reservation of the State's rights, and we are similarly satisfied that we can secure consent of Surety in connection therewith.

We do wish to advise, without criticism, that the State has, at least in our view, been somewhat unresponsive to our requests for extensions of time and for review of our various requests for additional compensation. We believe there are a variety of bases upon which our extensions of time are and have been supported, including the performance of extra work, design changes, and other bases recognized both in the Contract Documents, at common law, and with application of common sense.

We also believe, in view of the fact that substantial extra work remains to be priced out and paid for, that to have our Company carry the additional burden of withholding due to liquidated damages being assessed requires us to inappropriately finance highway construction. Until such time as these issues are resolved, our Company and our subcontractors are financing not only the construction but also the cost of the delay which, under the circumstances, seems unfair and unjust.

Accordingly, at this time, we strongly urge that the State agree not to assess liquidated damages against earned-but-undisbursed contract earnings, retained securities, or other contract amounts in the possession of the State. Instead, we agree that the State may release those funds without prejudice to its claim for liquidated damages, as outlined above and with full consent of Surety. We believe this procedure is entirely consistent with our current efforts to negotiate resolution, rather than litigate with the State. We believe agreement to this approach by the State will assist both parties in reaching mutual and appropriate resolution of the variety of matters which confront them, with respect to these contracts.

Thank you for considering this matter, and we look forward to your affirmative response.

Yours very truly,

DONALD M. DRAKE COMPANY

Franklin G. Drake
President

FGD:am

AGREEMENT

Donald M. Drake Company (DMD), the Oregon State Highway Division, (OHSD) and the Department of Transportion (ODOT) agree that the Department will refrain from withholding any amounts from earned-but-undisbursed contract proceeds, remaining contract balances and retained earnings for which securities have been posted, without prejudice and/or waiver to the State's assessment of liquidated damages hereinafter, if such later appear appropriate.

DATED this _________ day of September, 1986.

DONALD M. DRAKE COMPANY	OREGON STATE HIGHWAY DIVISION
BY: ____________________________	BY: ______________________________

STATE OF OREGON

INTEROFFICE MEMO

TO: Allan C. Harwood
Operations Engineer

DATE: August 28, 1986

JB Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Cable Replacement - Steel Bridge
Contract No. 9748

During the process of negotiation for the sublease, it was originally assumed that the Tri-Met would be responsible for a portion of the cable replacement work. This was negotiated out and the only charges being made or paid by Tri-Met is a quarter of the rental charges paid by the State.

The subject that you bring up was never ascertained to be a figure that could be supported. There was some question throughout the negotiations whether the additional weight, or the net weight of the change, was of any consequence in the need to replace the cables. The original problem as discussed was primarily a problem which related to the idea that the replacement of the cables would require an extended length of time of shutdown because of the original method of replacing cables. As you are aware, the system was redesigned by Howard Needles and it is possible to replace the cables without suspending the service of the Light Rail Line and, as you have successfully negotiated, the use of the center two lanes by automobile traffic. If there is a method of accomplishing this task, it will require renegotiation with Union Pacific Railroad because the net cost of the cable replacement is a 50-50 arrangement. The extent of the cost of cable replacement by length of service is a function of the increased weight, etc. It will be shared jointly by the Union Pacific Railroad and ourselves or a total benefit to the railroad. I suggest that you discuss this with Mr. Walt Hart and his staff and, if there is any way of determining the cost of the decreased life, that it be explored prior to any renegotiation with the railroad.

JBB:pv

cc: L. W. Rulien
Walt Hart

RECEIVED
STAT HWY ENGR
AUG 29 '86
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FOR
Info Inves R/D D/R

CL1986-0256

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 18, 1986

IN REPLY REFER TO
FILE NO.: CON 5 - #9748

FILED
JUL 22 1986
BARBARA ROBERTS
SECRETARY OF STATE

Artransa
P.O. Box 10739
Portland, OR 97210

Attention: Elizabeth A. Iverson
Legal Assistant

We have received your letter of July 15, 1986, filing a claim against the following Highway Division contract:

FILED BY:	Artransa
AMOUNT:	$461.66
FOR:	Freight charges
AGAINST (PRIME CONTRACTOR):	Donald M. Drake Company
SUBCONTRACTOR:	Nyberg Construction
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge and Ramps) Section, Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance Co. and Reliance Insurance Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
JUL 22 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

George Bell
Assistant Director

cc: Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

Reliance Insurance Co.
825 N.E. Multnomah
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 8th Avenue S., C-3000
Federal Way, WA 98003

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

NOTED ON CARD
7-24-86

[illegible]

ARTRANSA

JULY 15, 1986

DEPARTMENT OF TRANSPORTATION
COMMISSION SERVICES
121 TRANSPORTATION BLDG
SALEM, OR 97310-

FILE NUMBER: 86051015

CREDITOR: TRANSPORTATION FACTORING, INC
REGARDING: FILING AGAINST PERFORMANCE BOND.

TO WHOM IT MAY CONCERN,

PLEASE ACCEPT THIS LETTER AS A FORMAL FILING AGAINST THE PERFORMANCE BOND OF GENERAL CONTRACTOR DRAKE CONSTRUCTION FOR PROJECT #9748. THESE CHARGES WERE INCURRED FOR UNPAID FREIGHT CHARGES STEMMING FROM DELIVERY OF ARTICLES FOR DRAKES SUB-CONTRACTOR NYBERG CONSTRUCTION. THE AMOUNT OWING IS $461.66. THERE HAS BEEN NO PAYMENT ON THESE CHARGES. THE CARRIER ON THESE SHIPMENTS WAS ALBINA TRANSFER CO. WITH THE BILLS BEING FACTORED TO TRANSPORTATION FACTORING.

Elizabeth A. Iverson
ELIZABETH A. IVERSON
LEGAL ASSISTANT
503-226-2094

RECEIVED
JUL 17 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

ARTRANSA CREDIT, INC. • PO BOX 10739 • PORTLAND, OREGON 97210 • 503/226-2094

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VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

IN REPLY REFER TO
FILE NO.:

CON

DATE: ~~May 7, 1986~~

TO: Gerry Thompson
Executive Assistant to the Governor

FROM: Fred D. Miller
Director

SUBJECT: Steel Bridge

You asked whether work on the Steel Bridge would impact the Rose Festival. We expect to have the bridge in operation so that it will be serving automobile traffic as well as allowing the passage of ships. Consequently, there should be no problem at that time.

There will be some additional work on the Steel Bridge related to the lift span and operation of light rail. This will require some complex agreements and some bridge closures in the future. I will let you know the details as they are worked out.

FDM:fn

bc R. N. Bothman
L. W. Rulien

7-10

R - no | but the latest info indicates we'll be able to keep bridge open while we do our work
Gerry

5/30 Ed Hardt
Rough draft
for Miller please.
asap
Cm

B91

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FOR
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FOR
Info Inves R/D D/R Sign Act File

731-0188

STATE OF OREGON
HIGHWAY DIVISION - LOCATION

INTEROFFICE MEMO
LOC 3

TO: MEMO TO THE FILE

DATE: July 10, 1986

ORIGINAL SIGNED BY

FROM: Bill Geibel
Bicycle Program Manager

SUBJECT:

Bicycle Restrictions
Steel Bridge
Pacific Highway West
City of Portland

The following memo is made at the request of Krys Ochia, Bicycle Coordinator for the City of Portland.

Our Project Manager for the Steel Bridge reconstruction was contacted by Fireman's Fund Insurance Company in December of 1985. It is my understanding that Union Pacific and Southern Pacific own the subject structure and we have to carry liability insurance to occupy the structure. The structure was reconstructed to accommodate the light rail project.

The insurance company requested that we post a signs asking bicyclists to walk their bikes on the structure.

In the course of investigating this request, the following items were discovered:

1. The reconstruction was almost completed.

2. Apparently this bridge has historical significance. The outside "Pedestrian" rail had to be replaced in kind.

3. FHWA requirements required that a "vehicular barrier" had to be placed on top of the edge of sidewalk to meet current safety standards. This barrier would prevent vehicles from going over the side of the bridge. The "pedestrian" rail is not designed to do this.

4. The vehicle has to be somewhat low in height (2 feet, 2 inches) to meet design standards. A tall rail could possibly go through windshields in a violent accident.

5. Although the insurance company's concerns were I think primarly dealing with vehicle/pedestrian conflicts, our concern was with the possible hazards to catching bike pedals from the supporting posts of the vehicle rail, causing a potential for bicyclists falling over the rail into the narrow (11-foot) lane of traffic.

6. In general, the sidewalk is 5 feet in width. Vehicle barrier added to on the eastbound on-ramp to the structure from Front Street makes the walk even less than that, approximately 3-1/2 feet.

Having all these concerns, we asked to meet with Ochia some time ago to keep him informed and gain his input. After having explained all of the above to him, we felt that due to the fact that the structure was not identified on Portland's Bike Plan, that the City should do little in the future to encourage bicycle traffic to use this structure. Krys agreed.

I then met with Region staff to discuss the matter further. Our options seemed to be as follows:

1. Do nothing.

2. Install a stile or other barrier to prevent bicycle usage of the structure walks.

3. Increase the height of the vehicle barrier by using chain link fencing to meet the 4-1/2-foot bicycle railing standard.

4. Sign the walkway as the insurance company requested, only use green to make it informational only and not a mandatory white sign.

After some discussion, it was felt that the last option was the best. Raising the vehicular in height would probably not meet FHWA safety standards and would look unsightly. It was also felt we shouldn't totally restrict bicycles from the structure.

In summary, some additional thoughts:

1. We have no idea of the planning history of this structure but it appears it has never been identified on a bikeway plan.

2. Due to critical weight restrictions placed on us by the railroad, no additional width or other facilities causing increased weight could be allowed to accommodate bicycles.

3. Having seen that there was some potential for accident liability, it was felt prudent to accommodate the insurance company's request.

Based on the above logic, the Region made the decision to install the signs we see there today. Attached is pertinent correspondence.

BG:ja

Attachments

cc	Krys Ochia, City of Portland	w/attachments
	Jan Schaeffer	"
	Rick Kuehn	"
	Jef Kaiser	"
	Duane Christensen	"
	Walt Hart	"
	Bob Pool	"
	Dick Unrein	"

RECEIVED
JUL 10 1986
ROAD DESIGN SECTION
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Cy Traffic Sec. — L.E. George

CITY OF
PORTLAND, OREGON
OFFICE OF TRANSPORTATION

Margaret D. Strachan, Commissioner
Transportation Engineering
1120 S.W. Fifth Avenue
Room 802
Portland, Oregon 97204-1971
(503) 796-7004

July 1, 1986

MEMORANDUM

TO: Files

FROM: Jeff Smith

SUBJECT: Steel Bridge "Informational" Signs for Bicycles

I contacted Bill Geibel, Bike Program Manager for O.D.O.T., to find out why signs encouraging bicyclists to walk their bikes over the bridge had been installed, as well as why bicycle access had not been provided for in the initial stages of refurbishing the Steel Bridge to accomodate LRT. These are the salient points that Bill made in our conversation:

1) The State Highway Engineer signed off on the plans, apparently at a time when no one was raising the question of bike access to the bridge.

2) As far as any laws or statutes pertaining to the provision of bike facilities, the standard 366.514 (Use of highway fund for footpaths and bicycle trails) applies here (see attached).

3) The signs directed towards bicyclists on the bridge are informational (green), not cautionary (yellow), in nature. That is, bicyclists would not be violating the law if they chose not to walk their bikes over the bridge, nor are they being restricted in any way.

If you have questions or need further information, Bill can be reached in Salem at 1-378-3432.

RECEIVED

ROAD DESIGN
SECTION

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JSS/zhr
cc: Advisory Committee
Bill Geibel
Krys

366.460 Construction of sidewalks

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FROM:

OREGON STATEWIDE
MASTER PLAN
1983
(law establishing
bicycle fund)

366.514 Use of highway fund for footpaths and bicycle trails. (1) Out of the funds received by the department or by any county or city from the State Highway Fund reasonable amounts shall be expended as necessary to provide footpaths and bicycle trails, including curb cuts or ramps as part of the project. Footpaths and bicycle trails, including curb cuts or ramps as part of the project, shall be provided wherever a highway, road or street is being constructed, reconstructed or relocated. Funds received from the State Highway Fund may also be expended to maintain footpaths and trails and to provide footpaths and trails along other highways, roads and streets and in parks and recreation areas.

(2) Footpaths and trails are not required to be established under subsection:(1) of this section:

(a) Where the establishment of such paths and trails would be contrary to public safety;

(b) If the cost of establishing such paths and trails would be excessively disproportionate to the need or probable use; or

(c) Where sparsity of population, other available ways or other factors indicate an absence of any need for such paths and trails.

(3) The amount expended by the department or by a city or county as required or permitted by this section shall never in any one fiscal year be less than one percent of the total amount of the funds received from the highway fund. However:

(a) This subsection does not apply to a city in any year in which the one percent equals $250 or less, or to a county in any year in which the one percent equals $1,500 or less.

(b) A city or county in lieu of expending the funds each year may credit the funds to a financial reserve or special fund in accordance with ORS 280.100, to be held for not more than 10 years, and to be expended for the purposes required or permitted by this section.

(4) For the purposes of this chapter, the establishment of paths, trails and curb cuts or ramps and the expenditure of funds as authorized by this section are for highway, road and street purposes. The department shall, when requested, provide technical assistance and advice to cities and counties in carrying out the purpose of this section. The division shall recommend construction standards for footpaths and bicycle trails. Curb cuts or ramps shall comply with the requirements of ORS 447.310. The division shall, in the manner prescribed for marking highways under ORS 487.850, provide a uniform system of signing footpaths and bicycle trails which shall apply to paths and trails under the jurisdiction of the department and cities and counties. The department and cities and counties may restrict the use of footpaths and bicycle trails under their respective jurisdictions to pedestrians and nonmotorized vehicles.

(5) As used in this section, "bicycle trail" means a publicly owned and maintained lane or way designated and signed for use as a bicycle route.

FROM:
REGIONAL BIKE PLAN
(METRO, 1983)

CHAPTER IV - FUNDING REGIONAL BICYCLE ROUTES

A. Introduction

Implementation of proposed bicycle routes in this region is contingent primarily on the amount of funding available and the manner in which priority projects are determined. Although funding sources have remained the same over the past ten years, revenue from the State Highway Fund has stabilized or partially declined as a result of lower gasoline consumption rates. This has occurred even as construction costs continue to escalate. This chapter describes the existing sources of funds available for bicycle projects, recommends a methodology for allocating these funds in an efficient and equitable manner, and discusses the importance of securing additional funds to hasten facilities development.

B. Background

During the early 1970s, there was a bicycle boom across the country and in Oregon. Rising gasoline prices forced many people to seek alternatives to the automobile for their transportation needs, and many turned to the bicycle. As more and more bicyclists took to the streets, they found that many of those streets were not adequate to ride on.

Concerned citizens felt this issue to be important enough to warrant legislative action. As a result, the Oregon Legislature enacted what became known as the "Bicycle Bill." This 1971 legislation mandated the expenditure of not less than one percent of the State Highway Fund (gasoline tax revenues) received each year by the State or by any city or county for the establishment of bicycle trails and footpaths.

This statute further requires that the amount "shall never in any one fiscal year be less than one percent of the total amount of the funds received from the highway fund" (unless that amount is less than $250.00 in any year for a city, or $1,500.00 for a county). In lieu of spending these funds each year, a city or county may credit the funds to a bikeway financial reserve where they can be held for not more than 10 years.

The success of that legislation, together with the comprehensive bicycling development effort that emerged from it, resulted in the completion of over 70 miles of bicycle routes throughout the region, representing an investment of over $6.5 million over the past 10 years.

C. Funding Sources

In addition to local jurisdictions' general funds, there are presently two major sources of funds available for bicycle projects in this region: Federal Highway Trust Funds and Oregon Gasoline Tax Revenues. These are described below.

1. Federal Highway Trust Funds -- Although no federal statute requires bikeways to be built on federal highways, federal policy (23 CFR 652.5) states that "full consideration is to be given to safely accommodate bicycle/pedestrian traffic on all Federal Aid highway projects." Further, 23 USC 109(n) prohibits "severance or destruction of an existing major route for non-motorized vehicles unless such project provides for a reasonable alternative route or if such a route already exists."

   From the Federal Highway Trust Fund, two alternatives for funding bicycling facilities are provided:

   a. Constructing bicycle and pedestrian facilities as part of any Federal Aid highway project and within publically-owned right-of-way. Federal participatio for bicycle projects is at the same rate (usually 88 percent) as the highway facility to which it is attached. However, Federal Aid Urban projects are eligible for 100 percent federal funding.

   b. Constructing bicycle and pedestrian facilities independently of a highway project, but serving corridors that are part of the federal highway syst

2. Oregon Gasoline Tax Revenues -- The entire State Highway Gas Tax Fund is divided among the State (68 percent), th counties (20 percent) and the cities (12 percent). The formula used by the State for allocating gasoline tax revenues to individual cities and counties is based on total vehicle registration for counties and total popul tion for cities. The Bicycle Bill mandates that a port of these funds be used for bicycle facilities developme as described below:

   a. Cities' and Counties Portion

      Gas Tax?

      Cities and counties are required to spend not les than one percent of their State Highway Fund monie for the establishment of footpaths and bikeways.

      In addition, the Oregon Transportation Commission determined that this money may be spent for other uses such as:

      - Administrative and personnel costs of bicycl programs.
      - Preliminary engineering costs of bikeways.
      - Construction and right-of-way costs for bikeway/footpath facilities within highway right-of-way.
      - Auxiliary facilities such as signs, curb cu

ramps, and parking.

- Maintenance of existing bikeways/footpaths.
- Development and printing of bicycle route maps and brochures.

b. State's Portion

The State is required to spend not less than one percent of total gasoline tax revenues on bicycle and pedestrian projects under the following system of priorities:

Priority One

- Construction of bikeway projects wherever a highway, road or street is constructed, reconstructed or relocated. This is primarily used as match for projects funded with Federal Aid monies and for State projects.

Priority Two

- Maintenance of existing bikeways for which the State is responsible.

Priority Three

- Construction of bikeway projects independent of a highway project, but within State highway right-of-way.

Priority Four

- Construction of local governments' bikeway projects on or off the State highway system (requires local match).

D. Allocation of Funding Sources

The total amount of funds spent from major funding sources over the last decade in the Portland metropolitan area is shown in Figure 2. Federal Highway Trust Fund monies were the second largest source of revenues for bicycle projects during this time period. The majority of these funds were spent on bicycle projects constructed as part of a highway project. However, the total amount also includes some bicycle projects constructed independently of a highway project.

Figure 2 also illustrates that the State's portion of the Bicycle Fund was the largest source of funds for constructing bicycle projects in this region during the last 10 years. While expenditures for the State's portion cannot be delineated by priority category, the majority of the fund was used to construct Priority 1 and Priority 3 projects.

STATE OF OREGON **INTEROFFICE MEMO**

TO: MAURY PAYNE
District Maintenance Supervisor

DATE: March 27, 1986

FROM: ALLAN C. HARWOOD
Metro Region Operations Engineer

SUBJECT: STEEL BRIDGE

I have a letter from Fireman's Insurance listing as essential the posting of a sign requiring all bicyclist use pedestrian sidewalk and walk their bicycle. After extensive review, I am in agreement that bicycle riding on the Steel Bridge should be discouraged. Rather than an outright probation of the bicycles on the Steel Bridge which meets with the objection from the bicyclists, on some older maps the Steel Bridge is designated as a bicycle route, I would like to try an advisory white on green sign with the wording "Bicyclists To cross bridge walk bicycles on sidewalk." These signs should be installed on both sides of the on-ramps and on the sidewalk side of the off-ramp. By my calculations this amounts to a minimum of eight signs. On the back side of the sign at the walk terminuses, I would like signs installed that say "Thank you for walking your bicycle." By my calculations four of these signs will be required. By copy of this letter, I am asking John Howard to prepare a State Force Order to cover the cost of installing these signs. I'm asking you to take care the installation. I am asking Ron to review the wording on the signs and recommend any changes and also help in identifying the proper location for the signs. We expect to be opening the bridge shortly after the first of May so we should try to get the signs in place by that time.

ACH/cy/4.5

cc John Howard
Jim Butler
Bill Geibel
Jack Sollis
Bruce Boyd
Ron Failmezger

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RECEIVED
MAR 28 1986
ROAD DESIGN
SECTION

81-125-1387

FIREMAN'S FUND
INSURANCE COMPANIES

December 11, 1985

Oregon State Department of Transportation
Highway Division
Attn: Mr. John D. Howard, Resident Engineer
2206 N.W. Thurman Street
Portland, OR 97210

INSURING CO.: Fireman's Fund Insurance Company
PRODUCER: Alexander & Alexander
POLICY #: MXC 621 26 91
LOCATION: "The Steel Bridge", Portland, OR

Dear Mr. Howard:

We have surveyed your premises and operations and would like to recommend some improvements to assist you in your Loss Control endeavors. These recommendations of course do not identify all possible hazards and we cannot be responsible on your behalf for your obligations under any law, rule or regulation. Continuously identifying and guarding against hazards is essential to the safety of your customer, employees and property and will lead to improved business operations.

Recommendations designated as Essential are for those conditions that could possibly result in a serious loss and should be complied with as soon as possible.

Desirable recommendations would certainly be beneficial in improving your loss control activities.

ESSENTIAL

85-1 Post a sign requiring all bicyclists to use the pedestrian sidewalk lane of traffic while crossing from either end of the steel bridge. Bicyclists shall walk their bikes while making this crossing as to avoid hitting walking pedestrians.

Please respond or direct any questions on the enclosed self-addressed postcard.

Thank you for your cooperation.

Clayton C. Carter

Clayton C. Carter
Loss Control Consultant

cc: Alexander & Alexander - Mr. Peter Nielsen - Portland, OR

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

July 2, 1986
IN REPLY REFER TO
HFO.6-OR

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
JUL 3 '86
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					✓	

WES
TMA

Orig to
7/7

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Oregon Project IX-0000(LRT) & IX-9300(10)
Willamette River (Steel Bridge) Sec.
N. W. Glisan - N. W. Couch (Glisan Ramp)
Contract 9748, X-Ref Contract 10134
Pacific West Highway
Multnomah County

We have reviewed Extra Work Order No. 34 on the Steel Bridge project as enclosed with Mr. Patterson's June 27, 1986 letter. We are returning the order for your review and resubmittal with verification that charges will be assigned to the Glisan - Couch Sec., Front Avenue project.

In reviewing the document we find that the Federal-aid project number and OSHD prefix relate to the Steel Bridge. Please advise us of what indication is used to direct your accounting section to charge this order to the Glisan - Couch project. The same indications apply to SFO No. 9, EWO No. 14 and PA No. 11. Those orders have been approved by FHWA with a comment on PR-1240 regarding appropriate funding source. Receipt of this order without indication of appropriate project or prefix designation raises the question.

We will approve the order upon receipt of accounting verification for the documents referenced as well as any other related work that may not have been identified in our reviews. Your assistance in clarifying this issue will be appreciated.

Sincerely yours,

G. K. Hassner
for
Dale E. Wilken
Division Administrator

cc:
OSHD (C. O. Fredrickson, Const) w/EWO #34
OSHD (G. A. Potter, Program)
UMTA, Seattle (Aubrey Davis)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

July 1, 1986
IN REPLY REFER TO
HFO.6-OR

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Oregon Project IX-0000(LRT)
UMTA-OR-23-9001
Willamette River (Steel Bridge)
Pacific West
Contract 9748, EWO No. 27
Multnomah County

We have reviewed this work order in the amount of $5,000, covering modifications to deck forms and reinforcing steel. It is our opinion that this work resulted from an avoidable engineering error and is therefore not eligible for reimbursement with Federal funds.

The order is hereby returned without approval. Please change the accounting code accordingly.

Sincerely yours,

NOTED
W. E. SCHWARTZ

G. K. Hoesner
for Dale E. Wilken
Division Administrator

cc:
OSHD (C. O. Fredrickson, Const) w/EWO No. 27
OSHD (G. A. Potter, Program)
UMTA (A. Davis, Seattle)
Tri-Met (R. Higbee, Portland)

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Pat
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Jerry - Feds never participate in P.A.s & EWO's to correct our engineering errors. I am not familiar w/this particular error but have asked Fredrickson to pursue if appropriate WES

I think they should participate
no avoidable error I [illegible] any. - R

jc

U. S. DEPARTMENT OF TRANSPO TION
FEDERAL HIGHWAY ADMINIS HATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. - - -

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE June 1, 1986
8. FEDERAL ROUTE NUMBER - - -
9. STATE ROUTE NUMBER - - -

10. GENERAL LOCATION:
Willamette River (Steel Bridge and Ramps)

11. GENERAL DESCRIPTION OF WORK
Change the pre-emption signal operation to include a flashing LRT proceed interval

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON ~~AN AGREED PRICE AND/OR~~ FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 6/1/86 as requested in Mr. Fredrickson's letter of 6/20/86 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 16 is approved to a TEC of $850; Federal Funds $722.

RECEIVED
STATE HWY ENGR
JUL 3 '86
REFER TO Petter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig. to
7/3

14. DATE 7/1/86
15. SIGNATURE OF APPROVING OFFICIAL G. K. Hassner
16. TITLE For Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. - - -

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE May 31, 1986

8. FEDERAL ROUTE NUMBER - - -

9. STATE ROUTE NUMBER - - -

10. GENERAL LOCATION:
Willamette River (Steel Bridge and Ramps)

11. GENERAL DESCRIPTION OF WORK
Furnish and install signs directing bicyclists to use the sidewalk

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON AN XXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 5/31/86 as requested in Mr. Fredrickson's letter of 6/20/86 as being cost effective for the use of State forces to proceed with the above work.

State Force Order No. 15 is approved to a TEC of $1,300; Federal Funds $1,105.

RECEIVED
STATE HWY ENGR
JUL 3 '86
REFER TO PCHer
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig to 7/3

14. DATE 7/1/86

15. SIGNATURE OF APPROVING OFFICIAL G. K.

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

July 1, 1986
IN REPLY REFER TO
HFO.6-OR

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Oregon Project IX-0000(LRT)
UMTA-OR-23-9001
Willamette River (Steel Bridge)
Pacific West
Contract 9748, EWO No. 27
Multnomah County

We have reviewed this work order in the amount of $5,000, covering modifications to deck forms and reinforcing steel. It is our opinion that this work resulted from an avoidable engineering error and is therefore not eligible for reimbursement with Federal funds.

The order is hereby returned without approval. Please change the accounting code accordingly.

Sincerely yours,

G. K.
for Dale E. Wilken
Division Administrator

cc:
OSHD (C. O. Fredrickson, Const) w/EWO No. 27
OSHD (G. A. Potter, Program)
UMTA (A. Davis, Seattle)
Tri-Met (R. Higbee, Portland)

RECEIVED
STATE HWY ENGR
JUL 2 '86
REFER TO
Fredrickson
FOR

Info	Invest	R/D	D/R	Sign	Act	File
					✓	

Orig to
7/3

CL 1986-0214

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JUN 3 1986
BARBARA ROBERTS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:

CON 5 - 9748

May 29, 1986

Oregon Laborers Employers Trust Funds
2929 NW 31st Avenue
Portland, OR 97210

Attention: Fred Hughes

We have received the Notice of Claim dated May 21, 1986, against the following Highway Division contract:

FILED BY:	Oregon Laborers-Employers Trust Funds
AMOUNT:	$626.22 incl. liq. damages of $64.15 and interest of $24.65
FOR:	Fringe benefits due employees of Kee Construction, Inc.
AGAINST (PRIME CONTRACTOR):	Donald M. Drake Company
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge & Ramps) Section, Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance Co. and Reliance Insurance Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when the claim has been paid.

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
JUN 6 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTED ON CARD
6-10-86 cc

cc: United Pacific Insurance Co.
Attn: Bond Department
33405 - 8th Avenue, Suite C-3000
Federal Way, WA 98003

Reliance Insurance Co.
Portland Office
825 NE Multnomah
Portland, OR 97232

Corroon & Black of Oregon
1600 SW 4th Avenue
Portland, OR 97201

Donald M. Drake Company
1740 NE Flanders
Portland, OR 97209

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
JUN 6 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

NOTICE OF CLAIM
ON
PUBLIC WORKS BOND

TO: Robert Gormsen
Commission Services
121 Transportation Bldg.
Salem, Oregon 97310

Notice is hereby given that the OREGON LABORERS-EMPLOYERS TRUST FUNDS has a claim for fringe benefits due to the employees of Kee Construction, Inc., working under the jurisdiction of the OREGON, SOUTHERN IDAHO & WYOMING DISTRICT COUNCIL OF LABORERS, in the sum of $626.22, which includes liquidated damages of $64.15 and interest in the amount of $24.65 against Bond No. (unknown), issued on (unknown), which Donald M. Drake is the principal, STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, is the owner, and (unknown) is the surety for that project known as Steel Bridge & Ramps.

Project #9748

DATED: May 21, 1986

OREGON LABORERS-EMPLOYERS
TRUST FUNDS

By
Fred A. Hughes
Trust Coordinator
2929 N.W. 31st Ave.
Portland, Oregon 97210

227-6012

cc: Secretary of State
Robert Bohrer

RECEIVED
MAY 23 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

May 16, 1986
IN REPLY REFER TO
HBR-OR

RECEIVED
STATE HWY ENGR
MAY 19 '86
REFER TO Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					✓	

u 6S
[illegible]
orig. to
5/30

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Oregon Project IX-0000(LRT)
Willamette River (Steel Bridge)
Contract No. 9748
Multnomah County

With this project nearing completion we have reviewed our files and find them lacking information on contract changes. As you know, our agreement with UMTA requires FHWA to administer all work performed by OSHD under the same process used on Federal-aid highway projects. This includes prior and formal approval of contract changes.

We have enclosed Mr. Schell's May 1, 1986 Inspection Report including a list of changes. We have support documentation in our file for the 78 changes. Those items that were described in our inspection reports, on approved plan changes or specification changes, and anticipated contract items are all shown.

In order to verify eligibility for Federal funds (UMTA or FHWA), please review your records for appropriate support documentation and FHWA approvals. Please furnish us copies of your documentation according to our normal process.

We are willing to meet with you if necessary to help resolve this apparent problem.

Sincerely yours,

For
Dale E. Wilken
Division Administrator

Enclosure
Inspection Report

cc:
OSHD (G. Potter, Program)
OSHD (W. Hart, Bridge)
OSHD (C. O. Fredrickson, Const) w/encl

jc cc: OSHD (Rulien) . Harwood, Metro; A. Davis, UMT Seattle; R. Higbee, TRI MET
(C.O.Fredrickson)

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION ☒ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION
☐ PROJECT
☐ INSPECTION-IN-DEPTH

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	6	Multnomah	Oregon

IN COMPANY WITH: Hohn Howard, ODOT: Marc Venerosa, FHWA

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
May 1, 1986	H. A. Schell, Division Bridge Engineer	IX-0000(LRT)

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
Satisfactory	Unsatisfactory	100 %	86 %

REDECKING OF STEEL BRIDGE/RAMPS

This project was reviewed to determine the project status, review changes and clarify how much additional time will be required to complete the work.

1. COMPLETED WORK:

1st Ave. Ramp	Complete except for rail.
Everett Street	Complete.
Glisan Street	All concrete is poured for deck and sidewalk.
Steel Bridge	Most of the Highway work complete except for lift joint and hand rail.
Holladay Ramp Widening	Complete.
Holladay Rail Ramp	Rail is partially placed.
Oregon Street Ramp	Complete except for hand rail installation.

2. WORK IN PROGRESS:

Glisan St. Ramp - 3 men are finishing the south concrete sidewalk face. 2 men and a crane are removing forms. 2 men are placing hand rail on the north side of the ramp. 3 men are placing a signal vault on the west side of Front Street.

Everett St. - 2 men are cleaning up the area.

Main Span - 2 men are cleaning out the LRT rail section. One man is grinding on a rail splice. A large section of rail is covered and is being dried out with heaters in preparation for rail setting.

Oregon Ramp - 3 men are placing hand rail on the south side.

Holladay Rail Ramp - Several hundred feet of LRT rail area is enclosed and heated for rail setting. 5 men are setting rail at about Sta 290. 4 men are working on the catemary line stress wire at about Sta 292. Sta 287, 2 men are setting LRT rail.

3. COMMENTS:

In many areas of the finished rail section there is disbonding of the polyeurethane material. These sections must be cut out and recast. The State is studying why the disbonding occurs.

On LRT rail sections on structures where expansion must be provided for, an increase in block out area must be provided which reduces the deck thickness. An EWO will be issued to place a steel "I" section between steel beams to give added support to the deck.

Proper grinding and no short circuits are allowable. This is especially difficult at expansion joints in the rail section. Anchor bolts with non conductive bushings are necessary to hold the rail units. Equipment to check for short circuits is necessary and will be included in an EWO.

Some concrete sawing has been necessary to obtain adequate tolerance for rail setting. The contractor has complained that he has extra money coming.

4. TIME:

The contract time has been used up; however, the contractor was given extra time (until about July 1, 1986) due to railroad delay in removal of their signal building under the Glisan ramp. The traffic will probably have access by June 1, 1986 on the entire structure and the contract completed by July 1, 1986.

The railroad has additional work on the cables and towers. This work will probably not be completed until November. The railroad has a delivery date for steel sections in September. Some closures will be necessary during this railroad cable and tower work.

Included on the following pages are the changes on the project and our current file support of these changes.

Order No.	Description	Amount	Disposition or Approval
EWO # 1	Temporary lighting & striping	$ 5,000	CI
2	Revise end bm A4 & lift span jts. (Supp. to come in future)	4,200	IR 2/1/85
3	Lower Bin Seats bm A-13-1"	10,000	IR 2/1/85
4	Repair rusted grate truss lift span	9,700	IR 2/1/85
5	New splice plates cantilever	10,000	IR 2/1/85
6	5/8" & anchor bolts attaching grid deck	10,700	IR 4/16/85
7	Shim & trim new stringers E App.	2,500	?
8	Reconstruct pole base STA WLR 287+66 (plan error)	1,900	?
9	Remove grid deck panel 16 lift span joints	13,700	IR 7/17/85
10	Expansion joints const. CG-4B, Holladay Ramp (WLR 286490)	4,400	?
11	Jack tower legs to remove cantilever splice	24,500	IR 4/16/85
12	Straighten CG42 & restore 4 stringers	5,000	IR 4/16/85
13	Provide re-steel not on plans	3,900	H 8/7/85
14	Reconstruct spans 4 & 5 Glisan Ramp 600 volt trans.	30,000	4/16/85
15	Install catenary pole base	3,000	H 7/8/85
16	Const T bm rt & lt side & E. fixed span	8,300	H 8/14/85
17	Tower platforms feeder cable support (Plans not complete)	20,500	S 4/19/85
18	Elec conduit LRT detection system (Detector loop tied to traffic signal)	8,700	?
19	Furnish & install J box. Gate tender house	3,800	?
20	Furnish & install W8x31 sidewalk edge bin	1,350	IR 4/16/85
21	E span remove backfill & repair bm seat	1,500	IR 4/11/85
22	Const conc corbel on old Oregon ramp	10,300	IR 4/16/85
23	E app min 8" deck thickness. Gore LRT alternator	2,000	?
24	Armored corners in FER overlay area	28,200	?
25	Sign luminaires & wiring sign bridge	32,100	H 2/11/86
26	Plumb west tower	15,600	yes
27	Adjust deck forms in FEB-1st Ave Ramp (Survey error)	5,000	N.P.
28	Transformer installation	2,100	?
29	Repair spalls-Holladay rigid frame	2,200	?
30	Remove rail to const parapet & rail Item 13 and PA 13	10,200	?
31	Furnish & install tie rods	7,200	?
32	Upper deck counterweights	14,500	7/17/85
33	Cover plate installation/adj tower legs	1,500	5/1/86
34	Rebuild sea wall for cont B4 Glisan (PA #11 date)	3,000	7/17/85
35	Perform additional track work	5,000	5/1/86
36	Alter track slab & provide drain	5,200	5/1/86
37	Safety rail to elec cab. Oregon St. ramp	900	5/1/86
38	Clean & lube expansion assembly	1,100	5/1/86
39	Core samples of elastometer	1,000	5/1/86
40	Elec test of expansion joints	3,500	5/1/86

Order No.		Description	Amount	Disposition or Approval
	41	Furnish 1 place elastomer joints	4,100	5/1/86
	42	Redrill lift jt boxes & remove track drain	2,900	5/1/86
	43	Heater in traffic gate operators box	1,800	5/1/86
PA	1	Sub 9 5/8" O.D. 53# piles for HP 12x53	4,188	8/6/84
	2	Struc steel insp/ out of state	0	CI
	3	Reimburse contractor/on-the-job training	2,400	CI
	4	Provide endorsement decks ins. policy for R/R	2,500	SE
	5	Drake/State included in railroad Prot Ins.	2,300	SF
	6	Reimburse contractor Tri Met shut down FWB ramp removal	620	?
	7	Salvage & install historic CI rail posts	0	IR 8/16/84
	8	Galvanize sheet metal over truss areas in lift span	19,067	IR 2/1/85
	9	Furnish lightweight agg. filler cone	2,625	4/16/85
	10	Special catwalks, repair Bm. ends, add cone 1st Avenue ramp	19,476	S1/13/84
	11	Revise Glisan St. ramp span. Remove steel spans 5&6 column steel bents 4,5,6, const new bents	518,209	H 6/14/85
	12	Revise gate tender house	0	H 2/21/84
	13	Latex O'lay Everett St. 2 tube rail & concrete parapet	153,072	IR 2/1/85
	14	Revise rail filler mat'l/revised trackwork	72,767	PC 6/4/84
	15	Revised LRT trackwork/elev system	21,828	IR 2/1/85
	16	Const intermediate S.W. diaphragms	8,820	?
	17	Revised struc steel/steel grid deck	49,422	H 2/21/86
	18	Clean/paint top surface truss (inaccessible area)	7,500	?
	19	Provide endorsements R/R insurance Glisan ramp revision	2,393	IR 4/16/85
	20	Provide blockout track magnet, assembly lock system, Gal. & change girder steel grid deck Beams & sign bridge	17,169	?
	21	Furnish & install #2 THW to catenary poles and bases	8,800	IR 4/1/86
	22	Eliminate item 38,39,40 (landscape) credit	4,250	5/5/86
	23	Electrical boxes -insulated & joint revision	2,723	5/1/86
	24	Install insulated joints	5,577	5/1/86
	25	Electrical rev. for insulated joints credit	1,392	5/1/86
	26	Change specified completion PA #11 to 7/1/86	0	5/1/86
	27	Increase State obligation for R/R services	0	5/1/86
SFO	1			?
	2			?
	3			?
	4			?
	5	R/R reimbursement for relocating conduits	16,000	H 2/25/83
	6	Relocate R/R fire protection pipes	23,396	H 1/6/86 3/15/85
	7	Inspection lift jts (under $10,000 No FHWA approval needed)	2,500	H 1/15/86 7/1/85
	8	UPRR investigate lift span mech system	37,000	7/15/85

KEY

IR ---- Inspection Report
H ---- Hossner
P.C. -- Plan Change
CI ---- Contract Item
SE ---- Spec. Error
S ---- Schell

N

STATE OF OREGON

INTEROFFICE MEMO

TO: FILE

ORIGINAL SIGNED BY
EDWARD L. HARDT

DATE: May 16, 1986

FROM: EDWARD L. HARDT
Metro Region Engineer

SUBJECT: **STEEL BRIDGE OPENING CELEBRATION**

Conversations between Fred Miller, Sam Naito and Mary Volm have determined that there will be a "People's Day" type opening day celebration for the Steel Bridge on Saturday, May 31. Sam Naito has especially asked for the opening to be on Saturday because he expects that more people will be able to participate. Mary Volm is coordinating details of this celebration with radio station KMJK who will be the actual sponsors. Donald Drake has pledged $1,000 to defray some of the expenses. The Highway Division's commitment will be limited to providing people to make the arrangements and help with security on the day of the event; we may be required to pay for hired security if City police are not available.

So far, we know this much about the opening event:

1) The other Transportation Commissioners and Mr. Rulien will be formally invited. Fred Miller will be one of the speakers; Sam Naito will actually cut the ribbon.

2) The ribbon will be cut at 2:00 p.m. From 2:00 to 5:00, people will be allowed to roam freely on the bridge. John Howard assured us on the 16th that the pedestrian rail will all be in place by the 31st or, if not, suitable barricades will be placed.

3) At 5:00 o'clock the festivities will be declared over and the bridge can be opened to vehicular traffic as soon after that as all of the staging and what-not have been cleared from the bridge.

4) I discussed this event with Bruce Boyd and he assures me that we have insurance already in force that will take care of this.

Obviously, many details need to be taken care of. Mary Volm will schedule a meeting with Al Harwood, John Howard, herself and me for the week of May 19 to go over details and assign responsibilities.

ELH/ls
cc: Fred Miller
✓Larry Rulien
George Bell
Al Harwood
John Howard
Clair Kuiper
Maury Payne
Mary Volm

RECEIVED
STATE HWY ENGR
MAY 19 '86
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Exec Staff
5/22
cm
R

5/22
cc TS [illegible]

81-125-1387

CL. 1986-0206

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
MAY 20 1986
BARBARA ROBERTS
SECRETARY OF STATE

May 16, 1986

IN REPLY REFER TO
FILE NO.:
CON 5 - #9748

DeWitt Construction, Inc.
P.O. Box 20938
Portland, OR 97220

We have received your letter dated April 16, 1986, filing a claim against the following Highway Division contract:

FILED BY: DeWitt Construction Inc.

AMOUNT: $25,600

FOR: Labor and materials

AGAINST (Prime contractor); Donald M. Drake Company

CONTRACT NO.: 9748

PROJECT: Willamette River (Steel Bridge and Ramps) Section, Pacific Highway West, Multnomah County

SURETIES: United Pacific Insurance Company and Reliance Insurance Company

AGENT: Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

RECEIVED
MAY [illegible] 1986
COMMISSION SERVICES
[illegible] OF TRANSPORTATION

Robert W. Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N.W. Flanders
Portland, Oregon 97209

United Pacific Insurance Co.
Bond Department
33405-8th Ave. S. C-3000
Federal Way, WA 98003

Reliance Insurance Co.
Portland Office
825 N.E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc:✓ Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
6-10-86

731-0188 (10-85)

DeWITT CONSTRUCTION INC.
P. O. [illegible]
PORTLAND, OR 97220
[illegible]

**PILEDRIVING
SHORING
COFFER DAMS**

April 16, 1986

Mr. Robert Gormsen
Room 121
Transportation Building
Salem, Oregon 97310

CERTIFIED MAIL

Re: File on contract bond (contract #9748)

Dear Mr. Gormsen;

We here with give notice that we (DeWitt Construction, Inc.) did supply labor and materials on the Steel Bridge and Ramps project contract # 9748. Our subcontract was with the D.M. Drake company.

Our work was completed in February of 1986. We have not been paid an amount $25,600.00. We are now making claim against the bond on this project in the amount of $25,600.00.

Please notify the surety company and the D.M. Drake company.

Thank you,

Wayne DeWitt

Wayne DeWitt
President

WD:kh

RECEIVED
APR 25 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

jc cc: OSHD (Rulier A. Harwood, Metro; Aubrey Dav UMTA: Ron Higbee, TRI MET

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

STATE COPY

(Check appropriate box)

☐ INITIAL INSPECTION ☒ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

REGION NO. 10	REPORT NO. 6	COUNTY Multnomah	DIVISION Oregon

IN COMPANY WITH
John Howard, Project Manager; OSHD

DATE OF INSPECTION April 23, 1986	INSPECTION MADE BY C. T. Christianson, Area Engineer	PROJECT NO. IX-0000(LRT)

QUALITY OF WORK Satisfactory	PROGRESS OF WORK * Unsatisfactory	TIME ELAPSED 100 %	WORK COMPLETED 86 %

WILLAMETTE RIVER (STEEL BRIDGE & RAMPS)
Multnomah County

This review covered a field inspection only. No records or accounting documents were covered.

The progress of work is identified as *unsatisfactory; however the number of unexpected changes that have been encountered on this historic structure impose time elements that could not have been foreseen. Because of impending claims for time and added payment, the contractor is refusing to sign change order documents.

At the time of this inspection work, was underway to secure accurate vertical alignment at the lift span joints on the westbound LRT tracks. Preparation for embedding compound was underway on the easterly approach structure.

Because of extended timing and work complexities the railroad protective costs are significantly overrunning the estimate. The re-cabling work remains to be scheduled and the portion of payment to be born by the Railroad is under negotiation.

It appears that extensive grinding will be required to bring deck surfacing within acceptable tolerances. Transverse saw cutting will probably be necessary to restore surface texture after grinding. Grinding will also be required where the deck surface does not match rail profile within reasonable limits.

- CTC -

NOTED
W. E. SCHWARTZ
5/16

RECEIVED
STATE HWY ENGR
MAY 14 '86
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form FHWA-1446A
(Rev. 2-84)

N

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

April 14, 1986
IN REPLY REFER TO
HFO.6-OR

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Oregon Project IX-0000(LRT)
Willamette River (Steel Bridge)
Contract No. 9748, OFW No. 7
Pacific Highway West
Multnomah County

We have reviewed this work order authorizing payment for consultant services covering inspection of fabricated lift joints. We have no objection to your proposal. Our current procedures do not require approval of the consultant agreement for this small amount. Our interest in approving State Force Orders is to review work being performed by State or Local agencies. Since this order is an accounting mechanism, it does not fall within our definition of "State Forces".

The Order is being returned for futher processing under your own process.

Sincerely yours,

Dale E. Wilken
Division Administrator

cc:
OSHD (C. O. Fredrickson, Const) w/OFW No. 7
OSHD (G. A. Potter, Program)

WES

RECEIVED
STATE HWY ENGR
APR 15 '86
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					✓	

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

February 20, 1986
IN REPLY REFER TO
HFO.6-OR

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Rulien:

Oregon Project IX-0000(LRT)
Willamette River (Steel Bridge), Contract 9748
Pacific Highway West
Multnomah County

We have reviewed Extra Work Order No. 25 submitted with Mr. Fredrickson's February 12, 1986, request for approval. The order covers furnishing a sign bridge structure at Sta. 287+60.27 in the amount of $32,100.

The construction plans did not provide for changing the existing sign structure. Your submittal provides no explanation or support for this change. Your supporting data sheet supports our records indicating no prior discussion with FHWA.

We will hold this order pending receipt of your reasons for the change and the drawings referenced on the order. If we agree that the work is necessary and eligible, the eligibility date will be February 12, 1986.

Sincerely yours,

G. K Hossner
for Dale E. Wilken
Division Administrator

cc:
OSHD (G. Potter, Program)
OSHD (C. O. Fredrickson, Const)
OSHD (A. Harwood, Metro)
UMTA (Aubrey Davis) Seattle
Tri-Met (Ron Higbee, Dir) Portland

WES
TAA Orig. to
2/21

RECEIVED
STATE HWY ENGR
FEB 20 '86
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					✓	

STATE OF OREGON **INTEROFFICE MEMO**

TO: LARRY RULIEN
State Highway Engineer

DATE: February 4, 1986

FROM: ALLAN C. HARWOOD
Metro Region Operations Engineer

SUBJECT: STEEL BRIDGE REOPENING

RECEIVED
STATE HWY ENGR
FEB 4 '86
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

When it looked as though the Steel Bridge could be opened well ahead of completion of the Glisan ramp, the ramp westbound traffic would normally use, a plan was developed to temporarily route westbound traffic on eastbound Everett Street ramp. This plan has now been abandoned for several reasons.

1. The earliest date the bridge could be opened using the Everett Street ramp is the end of February and we expect the Glisan ramp to be complete by the end of April.

2. Electrification and signal work by Tri-Met's contractors will mean frequent blockage of available traffic lanes.

3. Replacement of the upper deck lifting cables by the railroad will require several weeks closure of the available traffic lanes.

4. Traffic on the bridge prior to completion of Tri-Met's work, expected in May, and completion of the cable replacement, also expected in May, would interfer with and likely delay the ultimate completion of work on the bridge and possible commencement of light rail operation.

5. The railroad and insurance carriers are very concerned about the cable replacement work over traffic. If opening was permitted, extensive sheeting to protect traffic would be required.

From the above, it is now apparent an opening of the Steel Bridge before the middle of May is not practical.

An explanation of why the bridge was not opened last year as I projected would fill several pages and I am available to explain in detail. Very briefly, last year when I was predicting a 1985 opening, I was underestimating the magnitude of the work remaining and the problems we would encounter and overestimating our ability to accomplish that remaining work. I could not point my finger at anyone as responsible for the delay.

ACH/cp

81-125-1367

jc

U. S. DEPARTMENT OF TRANSPOR ION
FEDERAL HIGHWAY ADMINIST TION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. - - -

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE March 15, 1985

8. FEDERAL ROUTE NUMBER - - -

9. STATE ROUTE NUMBER - - -

10. GENERAL LOCATION:

Willamette River (Steel bridge and Ramps)

11. GENERAL DESCRIPTION OF WORK

Relocate UPRR Fire Protection Lines

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 3-15-85 as requested in Mr. Fredrickson's letter of 1-8-86 as being cost effective for the use of UPRR forces to proceed with the above work.

State Force Order No. 6 is approved to a TEC of $23,396; Federal Funds $19,886.

RECEIVED
STATE HWY ENGR
JAN 22 '86
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Orig to
1/22

14. DATE 1/17/86

15. SIGNATURE OF APPROVING OFFICIAL Christianson

16. TITLE For Division Administrator

FORM PR-1240
(Rev. 12-79)

PREVIOUS EDITIONS MAY BE USED

jc

U. S. DEPARTMENT OF TRANSPORT. ON
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)	2. STATE PROJECT NO. See Below	2A. COUNTY NAME Multnomah
3. FROM Dale E. Wilken, Division Administrator FHWA - Oregon Division	4. PROGRAM NO.	5. ITEM NO. - - -

6. TO

Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

7. DATE AUTHORIZATION EFFECTIVE July 15, 1985	8. FEDERAL ROUTE NUMBER - - -	9. STATE ROUTE NUMBER - - -

10. GENERAL LOCATION:

Willamette River (Steel Bridge and Ramps)

11. GENERAL DESCRIPTION OF WORK

Investigate lift span mechanical system and tower stresses

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, we approve the advance authorization date of 7-15-85 as requested in Mr. Fredrickson's letter of 1-8-86 as being cost effective for the use of UPRR forces to proceed with the above work.

State Force Order No. 8 is approved to a TEC of $37,000; Federal Funds $31,450.

RECEIVED
STATE HWY ENGR
JAN 17 '86
REFER TO
Potter
FOR
Info Inves R/D D/R Sign Act File

Orig to
1/17

14. DATE 1/16/86	15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner	16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

DATE: January 9, 1986

TO: Oregon Transportation Commission

CON 5

Wendell E. Schwartz

FROM: Larry Rulien
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Willamette River (Steel Bridge & Ramps) Section
Pacific West Highway, Multnomah County
Contract No. 9748

This federal-aid bridge remodeling project is approximately 70 percent finished with completion anticipated in March, 1986, and it now appears that the final cost will exceed the project authorization by $1,485,000 or 15.8 percent.

The major items contributing to the overrun are the Glisan Street ramp revision, rail replacement and deck resurfacing of the Everett Street ramp, extensive structural steel repair work, and a large number of project change orders.

The Glisan Street ramp revision involves lengthening the span over Front Avenue to permit the realignment of Front Avenue. This work is being performed at the request of the City and the cost of approximately $631,900 will be recovered from City funds.

The Everett Street ramp overlay and rail replacement work was overlooked in the initial planning of the project. The deck is worn and needs resurfacing, and the railing needs to be brought up to current design standards. These items are expected to add approximately $181,300 to the project cost.

It was not possible to accurately determine condition of structural steel in the bridge prior to removal of the wooden deck material. Funds were set up in the project authorization to cover repairs to the structure, but final costs of this work are expected to exceed that amount by approximately $162,000. Discussions are on-going with Union Pacific Railroad on the basis that a portion of the cost of these repairs may be the responsibility of the railroad.

Additional project change orders were required to deal with and manage plan omissions and revisions due to unanticipated conditions found in the field. This includes such items as increasing size of the counterweight to accommodate the heavier decking material, special catwalk supports, adding tower platforms and cable tray revisions, among other items which add up to approximately $417,000 in additional project cost.

There will also be an overrun of the construction engineering costs caused by the complex nature of the project and the structural revisions, and the need to properly monitor, inspect and document the additional work items.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $1,485,000 to a new total of $10,888,165.47. This matter will be on the consent calendar for the January 21 meeting.

LR:HHP:mk

cc: Fred Miller
R. W. Gormsen
C. O.Fredrickson
V. E. Skoog
E. L. Hardt
George Bell

COM/LET/7

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: January 9, 1986

FROM: O. B. Jackmond
O. B. Jackmond
Contract Administration Engineer

NOTED
W. E. SCHWARTZ

SUBJECT: Request for Increase in Project Authorization
Willamette River (Steel Bridge & Ramps) Section
Pacific West Highway, Multnomah County
Contract No. 9748

This federal-aid bridge remodeling project is approximately 70 percent finished with completion anticipated in March, 1986, and it now appears that the final cost will exceed the project authorization by $1,485,000 or 15.8 percent.

The major items contributing to the overrun are the Glisan Street ramp revision, rail replacement and deck resurfacing of the Everett Street ramp, extensive structural steel repair work, and a large number of project change orders.

The Glisan Street ramp revision involves lengthening the span over Front Avenue to permit the realignment of Front Avenue. This work is being performed at the request of the City and the cost of approximately $631,900 will be recovered from City funds.

The Everett Street ramp overlay and rail replacement work was overlooked in the initial planning of the project. The deck is worn and needs resurfacing, and the railing needs to be brought up to current design standards. These items are expected to add approximately $181,300 to the project cost.

It was not possible to accurately determine condition of structural steel in the bridge prior to removal of the wooden deck material. Funds were set up in the project authorization to cover repairs to the structure, but final costs of this work are expected to exceed that amount by approximately $162,000. Discussions are on-going with Union Pacific Railroad on the basis that a portion of the cost of these repairs may be the responsibility of the railroad.

Additional project change orders were required to deal with and manage plan omissions and revisions due to unanticipated conditions found in the field. This includes such items as increasing size of the counterweight to accommodate the heavier decking material, special catwalk supports, adding tower platforms and cable tray revisions, among other items which add up to approximately $417,000 in additional project cost.

There will also be an overrun of the construction engineering costs caused by the complex nature of the project and the structural revisions, and the need to properly monitor, inspect and document the additional work items.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $1,485,000. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: E. L. Hardt
J. D. Howard
B. M. Walton
D. L. Trout

COM/MEM/7

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No

December 3, 1985

S. J. McLaughlin
Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

RE: Willamette River Steel Bridge
Pacific Highway West
Multnomah County
CON 9748 BR 6683B

NOTED
E. S. HUNTER

In the November 26, 1985 meeting in Portland between your staff, ODOT, and Tri Met, it was decided that it was necessary to obtain the services of a consulting engineer to prepare the necessary documents for the replacement of the upper deck cables on the subject bridge. Since Howard, Needles, Tammen & Bergendoff performed the inspection and rating for the structure, it was decided that the UPRR should request HNTB to do this work.

We are, hereby, requesting that Union Pacific Railroad Company obtain the services of Howard, Needles, Tammen & Bergendoff to prepare Plans, Specifications and Estimate for the replacement of the upper deck cables. For accounting purposes, please keep all charges for this work separate from previous work. It is very important that this work be completed as soon as possible due to the scheduled opening of the bridge to light rail traffic in September, 1986.

If we can be of any assistance, please contact either myself or Walter J. Hart, Bridge Engineer.

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:mk

cc: E. S. Hunter
W. J. Hart
Al Harwood

RECEIVED
STATE HWY ENGR

DEC 4 '85

REFER TO

FOR

Info	Invest	R/D	D/R	Sign	Act	File

Form 734-3122

STATE OF OREGON

INTEROFFICE MEMO

TO: Bob Gormsen, Manager
Commission Services

DATE: November 21, 1985

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

RD Trygstad

SUBJECT: Steel Bridge - Glisan Street
Ramp Reconstruction
City of Portland
Multnomah County
ODOT Agreement No. RR-1012

RAILROAD COMPANIES
FILE No. ____

Attached is the State's copy of a fully executed Agreement granting the State the right to reconstruct the Glisan Street Ramp to the Steel Bridge.

RDT:jr
attach.

cc: J. B. Boyd
Walt Hart
Ed Hardt
John Howard

1-8-86 [illegible] in back [illegible]

RECEIVED

81-125-1307

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Action Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission, I approved the action listed below and report this action for your official records.

> On August 30, 1985, approved an agreement with Union Pacific Railroad Company authorizing the Department to reconstruct the upper deck of the Steel Bridge-Glisan Ramp.

Dated this 30 day of September, 1985

Anthony Yturri

Anthony Yturri, Chairman
OREGON TRANSPORTATION COMMISSION

APPROVED

STATE HIGHWAY ENGINEER

Date 9/13/85

9748

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

RECEIVED
STAT. HWY ENGR
OCT 25 '85
REFER TO
In Reply Refer to
File No
Info

October 21, 1985

S. J. McLaughlin
Chief Engineer
Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

RE: Willamette River
Steel Bridge, No. 6683B
Pacific Highway West
Multnomah County
Contract 9748

Dear Mr. McLaughlin:

We received your letter of October 7, 1985 indicating that it will not be necessary to reinforce any of the truss members in the main spans of the subject bridge. Thank you for your prompt reply to our review of the HNTB report.

We have continued to monitor the deflection of the towers due to the dead load of the concrete deck. The attached sketch shows the measurements for all four tower legs taken prior to placing the concrete deck and for the east tower legs after the east fixed span deck was poured. The deck for the west fixed span is being poured this week and the deflection data should be available shortly.

The sketch shows measurements taken with a distomat, which was used to determine whether the towers were plumb, as well as to measure deflection. In addition, the distance between the towers was chained at the upper deck level with the left span in the down position and at the top chord level with the lift span in the up position. At the same time a distance from the guide to a fixed portion of the lift span near the guide foller was measured with the span in the down and up positions from the lower deck. Both of these confirm the distomat information. The bearing springs that force the roller to bear on the guide maintained the lift span in a centered position between the towers. This mechanism appears to provide a great deal of tolerance in the relative positions of the towers.

As shown on the sketch, the east tower was leaning slightly to the west prior to the deck pour and is now leaning slightly to the east after the deck pour. The total movement due to the deck dead load was 0.07 foot for the northeast leg and 0.11 foot for the southeast leg. The final position appears to be close enough to the existing position that no shimming would be necessary.

As shown, the west tower is leaning toward the west, prior to the deck pour, about 0.33 foot for the northwest leg and 0.45 foot for

Form 734-3122

the southwest leg. The expected deflection due to the deck dead load is about 0.10 foot additional movement to the west.

The lift span is operating without apparent problems, even though the west tower is not plumb. It appears that the additional amount of movement caused by the deck dead load would not cause operation difficulties if the towers were plumb prior to the deck pour. Therefore we do not consider it necessary to shim the west tower. However, we have provided some blockouts in the concrete deck to allow for adjustments to the west tower if the Union Pacific Railroad Company wants to pursue that option. It should be pointed out that ODOT expects to open the outside lanes in early November. The jacking procedure would be greatly hampered with traffic on the bridge, so your prompt review of this matter is requested.

Replacement of the upper deck cables should be completed as soon as possible due to the impact that replacement operations will have on traffic. We are willing to negotiate a reasonable percentage of cost to be charged to ODOT and request that you begin arrangements for their replacement immediately.

Sincerely,

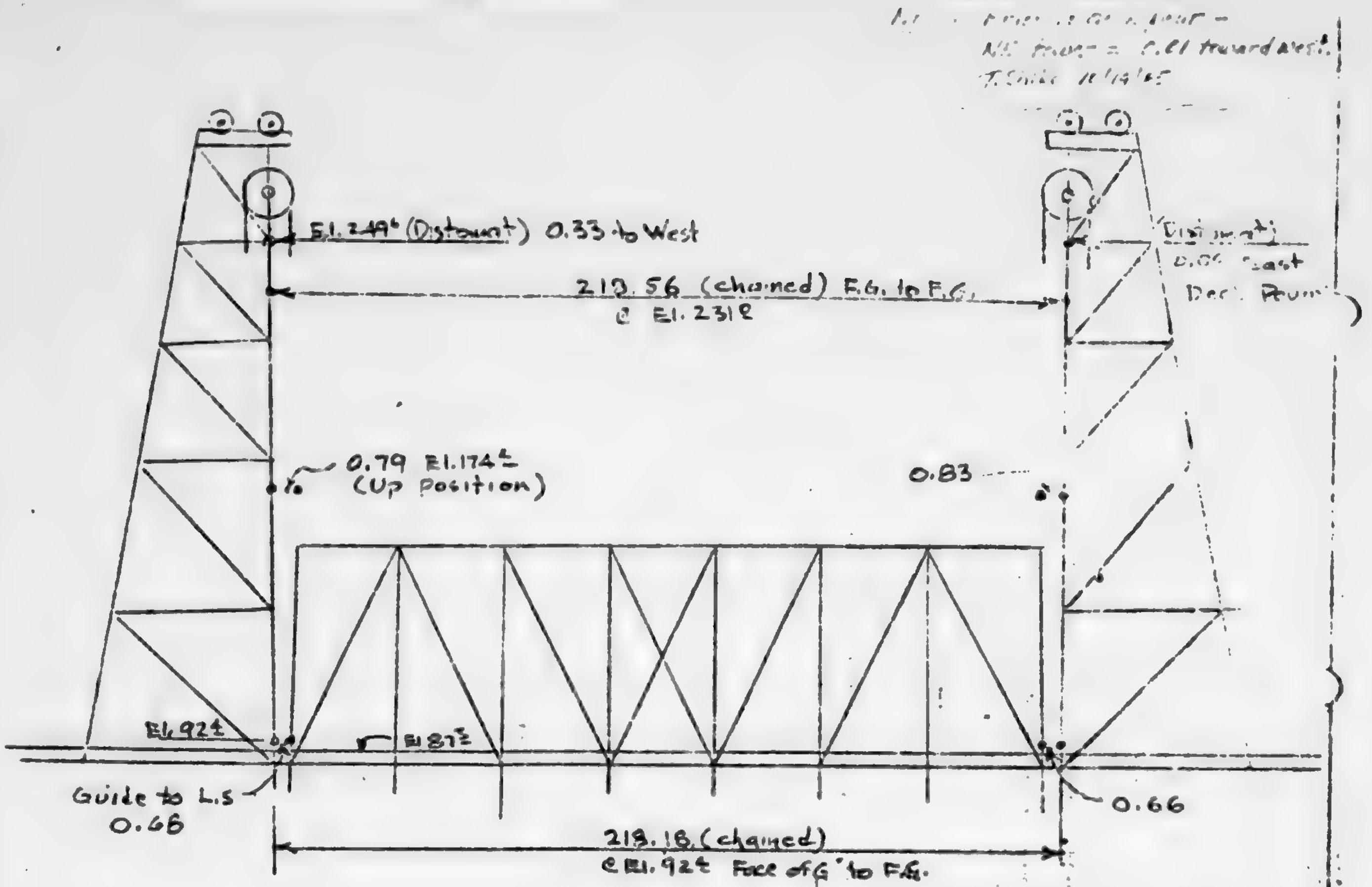
JB Boyd

J. B. Boyd, PE, PLS
Right of Way Manager

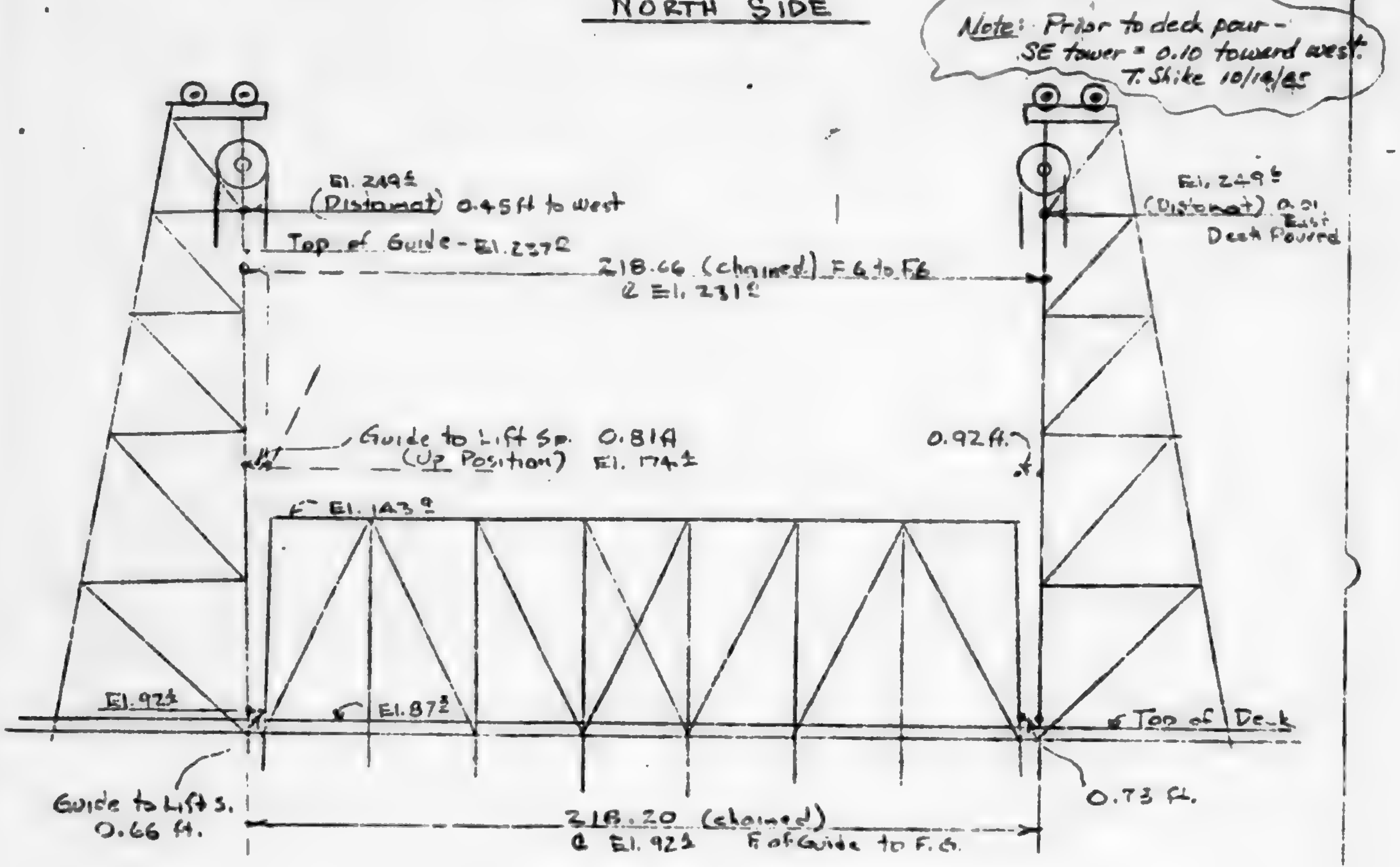
JBB:pr

Attachment

bc: E. S. Hunter ✓
John Howard
E. L. Hardt
W. J. Hart
Roger Trygstad
Jeff Asay


Note: Prior to deck pour -
NE tower = 0.01 toward west.
T. Shike 10/14/85
El. 249± (Distomat) 0.33 to West
(Distomat)
0.06 East
Deck Poured
218.56 (chained) F.G. to F.G.
℄ El. 231±
0.79 El. 174±
(Up Position)
0.83
El. 92±
El. 87±
Guide to L.S
0.68
0.66
218.18 (chained)
℄ El. 92± Face of G to F.G.

NORTH SIDE


Note: Prior to deck pour -
SE tower = 0.10 toward west.
T. Shike 10/14/85
El. 249±
(Distomat) 0.45 ft to west
Top of Guide - El. 237±
El. 249±
(Distomat) 0.01 East
Deck Poured
218.66 (chained) F.G. to F.G.
℄ El. 231±
Guide to Lift Sp. 0.81 ft
(Up Position) El. 174±
0.92 ft.
El. 193±
El. 92±
El. 87±
Top of Deck
Guide to Lift S.
0.66 ft.
0.73 ft.
218.20 (chained)
℄ El. 92± F. of Guide to F.G.

SOUTH SIDE

Note: Measurements taken 10-2-85 & 10-3-85
East Fixed Span Deck - poured
West " " " - Not poured
Approx. 0.10 deflection @ Distomat
location occured when E. Fixed Sp
was poured.

STEEL BRIDGE
TOWER MEASUREMENTS
Contract: 80-85
J. H. 10- 85

9748

September 4, 1985

CON 5
#9748

AGC-Operating Engineers
Trust Funds
P.O. Box 4668
Portland, OR 97208

Attn: Barbara J. Ford

Thank you for your letter of August 7, 1985, informing us that you have received from Donald M. Drake Company payment of fringe benefits in the amount of $2,453.86 due employees of Tantra, Inc. of Illinois.

This was in reference to the Donald M. Drake Company Contract No. 9748 for work on the Willamette River (Steel Bridge and Ramps) Section of the Pacific Highway West in Multnomah County.

This information will be noted in our records and we will advise the sureties, agent and the contractor.

Robert W. Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97201

United Pacific Ins. Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

Reliance Insurance Co.
825 N.E. Multnomah
Portland, OR 97232

bc: Bryant Jackmond
John Widmer

bbc: Secretary of State - Claim filed
1/30/85 #CL1985-0010

NOTED ON CARD
9-4-85ac

FKN:arc

AGC-OPERATING ENGINEERS TRUST FUNDS
ADMINISTERED BY: ASSOCIATED ADMINISTRATORS, INC.
GARY HARRISON, ADMINISTRATOR

August 7, 1985

Department of Transportation
Transportation Building
Salem, OR 97310

RE: CON 5 #9748

Gentlemen:

Please be advised that on August 6, 1985 we received from Donald M. Drake Company payment of fringe benefits in the amount of $2,453.86 due on employees of Tantra, Inc. of Illinois. Please consider our claim paid in full.

Very truly yours,

OPERATING ENGINEERS TRUST FUNDS

B J Ford

Barbara J. Ford
Delinquency Coordinator

BJF:jmf

cc: Donald M. Drake Company
United Pacific Insurance Company
Reliance Insurance Company
Corroon and Black of Oregon
State Department of Transportation

RECEIVED
AUG 8 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

I.U.O.E. Local 701

AGC - INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701
HEALTH & WELFARE FUND, PENSION TRUST FUND AND VACATION FUND

Employer Trustees
LLOYD BABLER, JR., *Chairman*
RICHARD ROBERTSON, *Vice Chairman*
ARTHUR WEEKS
JAMES M. WRIGHT

Union Trustees
DEAN WEAR, *Secretary*
CHARLES WALLING, *Vice Secretary*
CHARLES MARLIN
FRANCIS WICKLANDER

AGC Oregon-Columbia Chapter

2929 N.W. 31st AVE. • PORTLAND, OR 97210 • (503) 223-3185 • MAIL ADDRESS: P.O. BOX 4668, PORTLAND, OR 97208

9748

N

September 3, 1985

Oregon Laborers Employers
  Trust Funds
2929 N.W. 31st Avenue
Portland, OR 97210

CON 5
#9748

Attn: Fred A. Hughes

Thank you for your Release of Claim dated August 5, 1985, stating that Oregon Laborers-Employers Trust Funds is releasing the claim dated February 1, 1985, for fringe benefits due employees of Tantra, Inc. of Illinois, working under Oregon, Southern Idaho and Wyoming District Council of Laborers in the amount of $6,693.65.

This was in reference to the Donald M. Drake Company Contract No. 9748 for work on the Willamette River (Steel Bridge and Ramps) Project.

This information will be noted in our records and we will advise the sureties, agent and the contractor.

Robert W. Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97201

cc: United Pacific Ins. Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

Reliance Insurance Co.
825 N.E. Multnomah
Portland, or 97232

bc: Bryant Jackmond
John Widmer

bbc: Secretary of State - Previous claim filed 1/30/85 #CL1985-0007 and claim dated 2/1/85, filed 3/7/85 #CL1985-0043

NOTED ON CARD
9-3-85 ac

FKN:arc

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

RELEASE OF CLAIM ON PUBLIC WORKS BOND

TO Robert Gormsen
Commission Services
121 Transportation Bldg.
Salem, Oregon 97310

Notice is hereby given that the OREGON LABORERS-EMPLOYERS TRUST FUNDS is releasing the claim dated February 1, 1985, for fringe benefits due to the employees of Tantra, Inc. of Illinois, working under the jurisdiction of the OREGON, SOUTHERN IDAHO & WYOMING DISTRICT COUNCIL OF LABORERS, in the sum of $6,693.65, for that project known as Willamette River Steel Bridge & Ramps, OSHD Project #9748.

DATED: August 5, 1985

OREGON LABORERS-EMPLOYERS
TRUST FUNDS

By
Fred A. Hughes
Trust Coordinator
2929 N.W. 31st Avenue
Portland, Oregon 97210

224-0346

cc: Department of Transportation
Reliance Insurance Company
United Pacific
Donald M. Drake Company
Tantra of Illinois
Herbert B. Galton

RECEIVED
AUG 7 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
DOT DIRECTOR
AUG 6 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

N

August 14, 1985

CON 5
#9748

Mr. Charles L. Kobin
Kobin and Kobin
Attorneys at Law
610 S.W. Alder Street
Portland, OR 97205

As requested in your letter of July 31, 1985, we are attaching a copy of the performance bond on Contract No. 9748 with Donald M. Drake Company for work on the Willamette River (Steel Bridge and Ramps) project.

This is in connection with a claim which you recently filed on behalf of Budget Rent-A-Car.

Robert W. Gormsen
COMMISSION SERVICES

Attachment

FKN:rw

KOBIN & KOBIN
ATTORNEYS AT LAW
800 OREGON NATIONAL BUILDING
610 S.W. ALDER STREET
PORTLAND, OREGON 97205
TELEPHONE (503) 222-3184

NORMAN B. KOBIN
CHARLES L. KOBIN

SCHWAB, HILTON & HOWARD
OF COUNSEL

LEO LEVENSON
OF COUNSEL
(1903-1981)

July 31, 1985

Mr. Robert W. Gormsen
Commission Services
Department of Transportation
State of Oregon
Transportation Building
Salem, Oregon 97310

Re: Budget Rent-A-Car of Washington-Oregon, Inc.'s Claim Against Steel Bridge Project - Donald M. Drake, Contractor
Your File No.: CON #9748

Dear Mr. Gormsen:

I enclose a copy of your April 4, 1985 letter acknowledging filing of Budget Rent-A-Car's claim for your ready reference. Please supply us with a copy of the Bond provided to the state by Donald M. Drake on this project.

Very truly yours,

KOBIN & KOBIN

Charles L. Kobin

CLK:cl
Enclosure

RECEIVED
AUG 1 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 4, 1985

Budget Rent-A-Car of
Washington-Oregon, Inc.
3161 Elliott Ave.
Seattle, WA 98121

[illegible]
CON
#9748

Attention: Gustav Kostakos

Gentlemen:

This will acknowledge your letter of March 22, 1985, with the attached Notice of Claim concerning the following Highway Division contract:

FILED BY:	Budget Rent-A-Car of Washington-Oregon, Inc.
AMOUNT:	$7,446.76
FOR:	Equipment rental
AGAINST (Prime contractor)	Donald M. Drake Company
SUBCONTRACTOR	Tantra, Inc. of Illinois
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge and Ramps) Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance Company and Reliance Insurance Company
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

RECEIVED
AUG 1 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Please advise this office when your claim has been paid.

As requested, we are attaching a copy of the Notice with our received stamp on the front of the Claim.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N. W. Flanders
Portland, OR 97209

United Pacific Insurance Co.
Bond Department
33405-8th Ave. S. C-3000
Federal Way, WA 98003

Reliance Insurance Co.
825 N. E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

Attachment

RECEIVED
AUG 1 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

jc STATE COPY cc: OSHD(Hur r)

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION ☒ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

REGION NO. 10	REPORT NO. 4	COUNTY Multnomah	DIVISION Oregon
IN COMPANY WITH John Howard, OSHD;, Bruce Johnson and Gary Kasza, FHWA			
DATE OF INSPECTION August 1, 1985	INSPECTION MADE BY Original Signed A. Schell H. A. Schell, Division Bridge Engineer		PROJECT NO. IX-0000(LRT)

QUALITY OF WORK Satisfactory	PROGRESS OF WORK Unsatisfactory See Below	TIME ELAPSED 100% & 54%	WORK COMPLETED 49 %

REDECKING OF STEEL BRIDGE/RAMPS

This project was inspected to review the truss tower leg work amd the general construction of the entire project.

1. 1st Ave. Ramp - 98% complete except for the rail and concrete between the tracks and track work.

   Removal work - about 98% complete.

   Oregon Street Ramp - Steel girder in place and deck partially formed.

   Holladay - Rigid frame and ramp. Footings, walls and rigid frame poured.

   Steel Bridge - cantilever beams for outside lanes are in place and grid decking is placed.

2. West Approach Span 9 - Eight ironworkers and a truck crane are removing rivets and bolting up new steel.

   Main Bridge Northwest Tower - Three men are adjusting the tower. One man is cutting steel to replace rusted plates.

   East Approach - Fourteen men are forming the deck and overhang. One man is welding in the floor beam area. Sandblasting the east approach girder.

3. Tower adjustment work is proceeding adequately. The three point jacking operation (see pictures), is very successful.

(Continued)

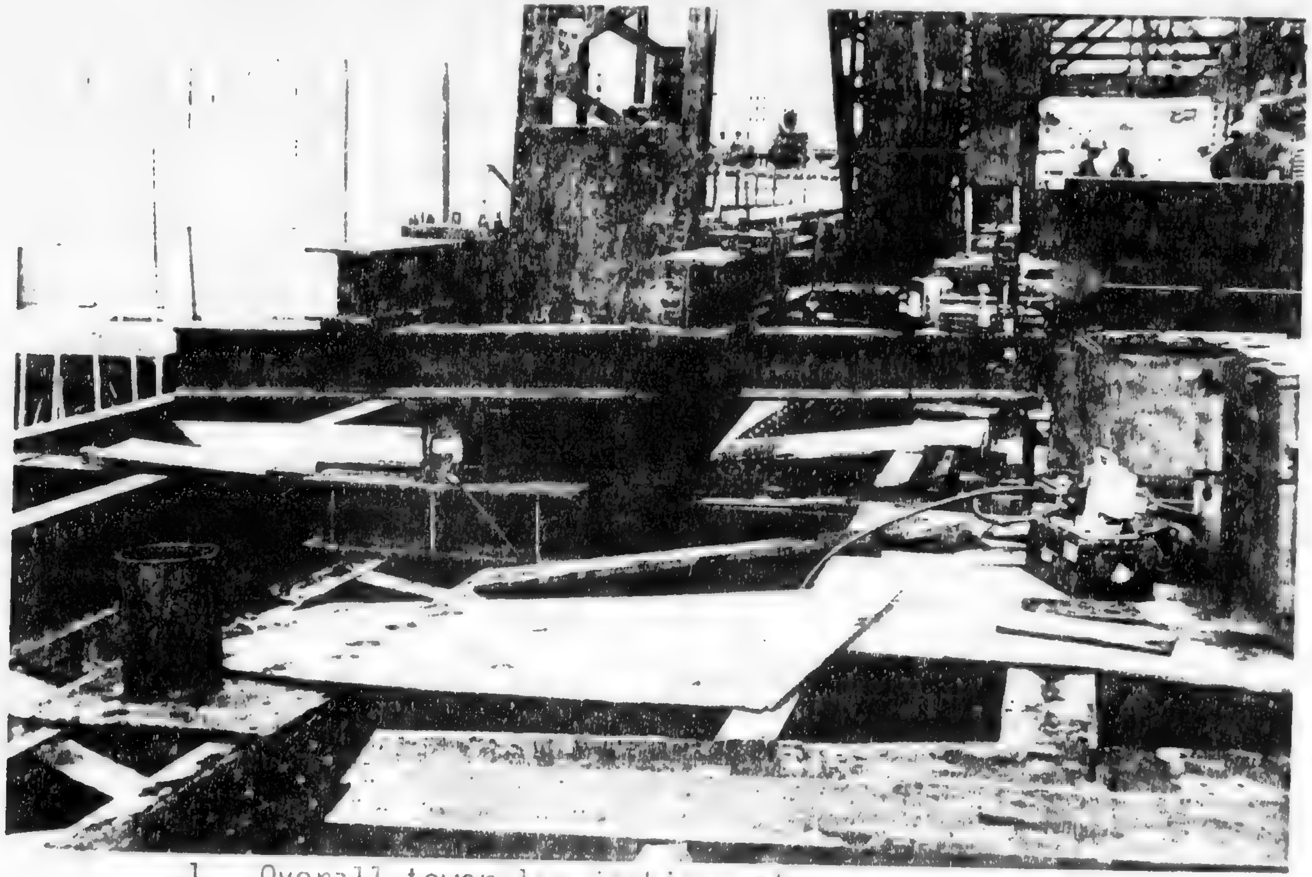
NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
SEP - 5 '85
REFER TO
9/9 Fredrickson
FOR

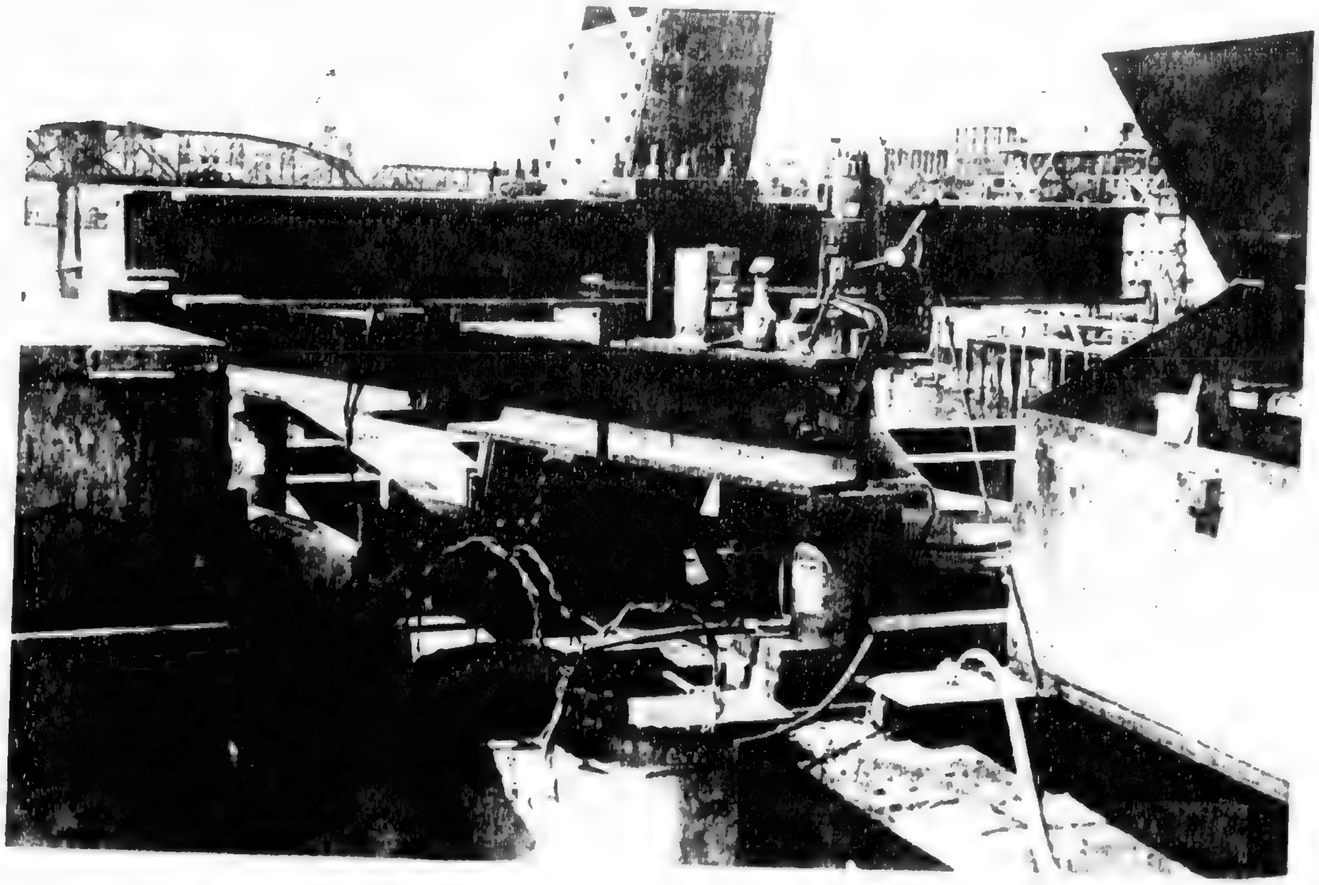
Info	Inves	R/D	D/R	Sign	Act	File

Form FHWA-1446A
(Rev. 2-84)

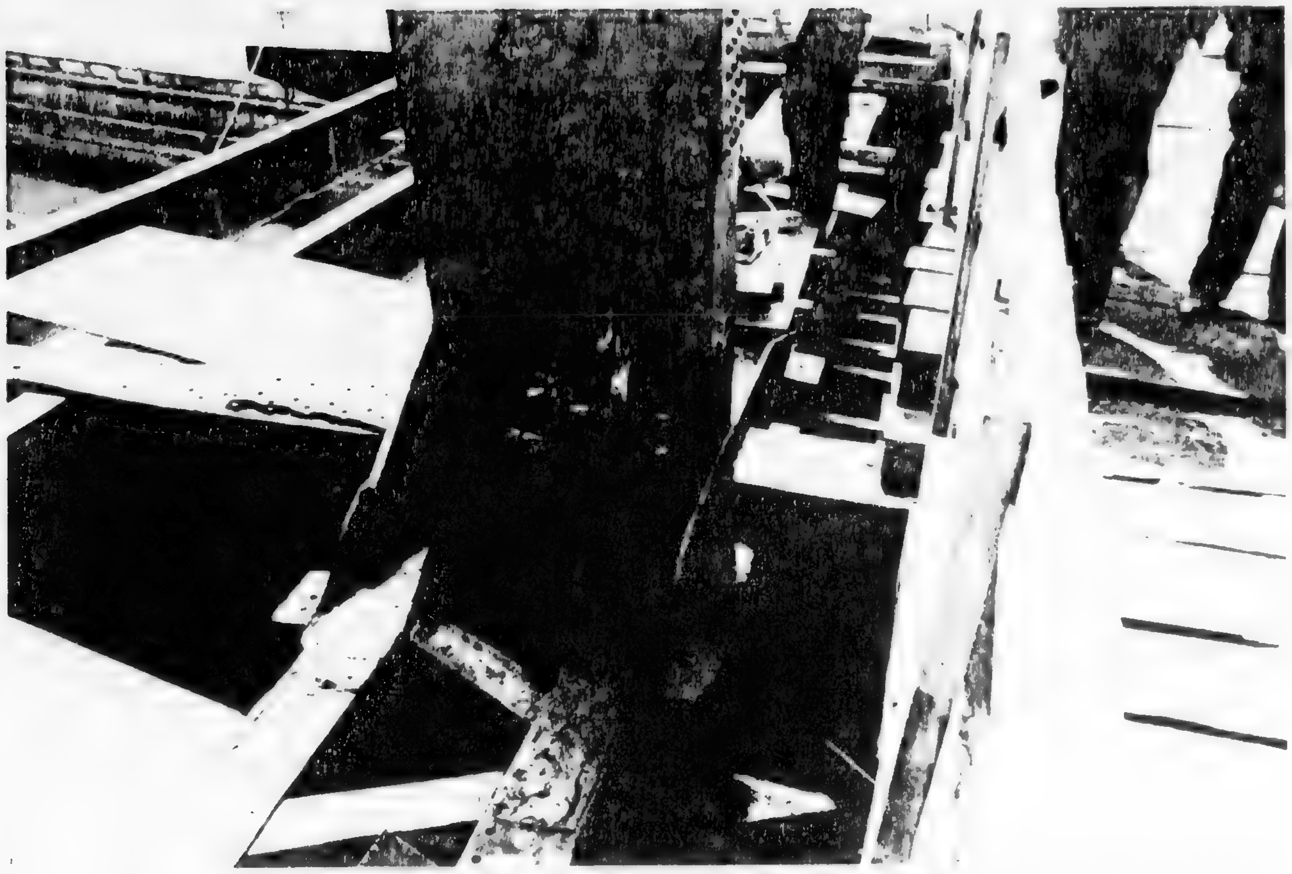
Front Avenue ramp access is in the process of being approved. This will probably extend the contractor's time. He is behind in his scheduled work to date.



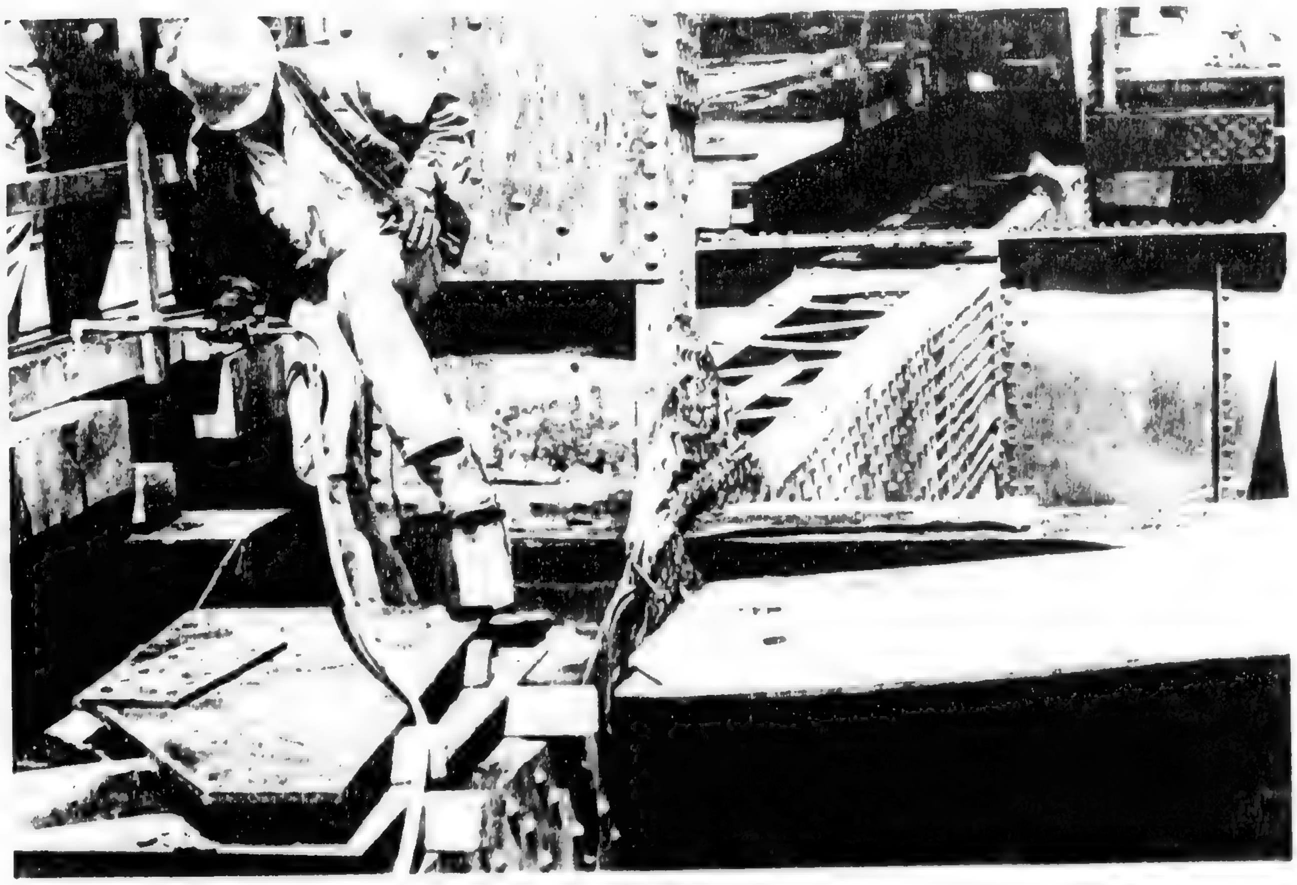
1. Overall tower leg jacking setup.



2. Three point leg lifting jig.



3. Condition of some horizontol chord members at the covered vertical member intersection.



4. Necessary field cutting to fit replacement members correctly.

N

July 24, 1985

Galton, Popick & Scott
Attorneys at Law
506 SW Sixth Avenue
Portland, OR 97204-1586

CON 5
#9748

Attention: Herbert B. Galton

This is in response to your letter of July 3, 1985, concerning the claim of Oregon Laborers-Employers Trust Funds in the amount of $6,693.65 concerning Contract No. 9748 with Donald M. Drake Company for work on the Willamette River (Steel Bridge and Ramps).

As requested in that letter, attached is a copy of the performance bond furnished by the two surety companies.

Robert W. Gormsen
COMMISSION SERVICES

FKN:kjm

Attachment

GALTON, POPICK & SCOTT

ATTORNEYS AT LAW

8TH FLOOR, WILCOX BUILDING
506 S.W. 6TH AVENUE
PORTLAND, OREGON 97204-1586
(503) 222-3411

HERBERT B. GALTON, P.C.
LEONARD POPICK, P.C.
GARY M. GALTON, P.C.
ALAN M. SCOTT, P.C.
CHARLES D. COLETT
WILLARD E. MERKEL
JILL BACKES
WILBUR C. SMITH, JR.
DONALD E. BEER

LEGAL ASSISTANT:
ANN PETERSON-MEIER

RECEIVED
HWY ENGR
JUL 8 '85
REFER TO [illegible]
FOR
Info | Inves | R/D | D/R | Sign | Act ☒ | File

cy Sollis

RECEIVED
DOT DIRECTOR
JUL 05 '85
REFER TO Coulter
FOR
Info | Inves | R/D | D/R | Sign | Act | File

July 3, 1985

CERTIFIED MAIL/RETURN
RECEIPT REQUESTED

Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

United Pacific Insurance Company
33405 - 8th Ave., South - C3000
Federal Way, WA 98003

Reliance Insurance Company
825 N.E. Multnomah
Portland, OR 97232

State of Oregon, Dept. of Transportation (CON. 5, #9748)
Transportation Building
Salem, OR 97310

Tantra, Inc. of Illinois
1887 N. Jantzen Street
Portland, OR 97217

Re: Claim of Oregon Laborers-Employers Trust Funds
United Pacific Insurance Co. and Reliance Insurance Co.
Sureties on Bond
Project: Willamette River Steel Bridge,
OSHD Project #9748

Gentlemen:

This is to give all parties above named notice of intent of Oregon Laborers-Employers Trust Funds to institute legal action on the Notice of Claim of Public Works Bond dated February 1, 1985. The amount involved is $6,693.65.

Unless full payment is received in our Office on or before fifteen (15) days from the date of this letter, appropriate action will be instituted together with an additional request for accruing interest, attorneys' fees and costs.

As this is the final notice that you will receive prior to legal action, we encourage your remittance as stated herein. Demand is further made for a copy of the Surety Bond to be sent to us promptly.

Very truly yours,

H B Galton

Herbert B. Galton

HBG/pa

cc: Vermeer, Van Lom, Cronn, Hughes, Anderson

CERTIFIED
P 195 010 894
MAIL

RECEIVED
JUL 8 - 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

jc

cc: OSHD (Coulter)

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION ☒ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

RECEIVED
STATE HWY ENGR
JUL 26 '85
REFER TO
Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File

REGION NO. 10	REPORT NO. 4	COUNTY Multnomah	DIVISION Oregon Cy

IN COMPANY WITH John D. Howard, Region 2, OSHD	7b9

DATE OF INSPECTION July 17, 1985	INSPECTION MADE BY R. E. Burkhardt, Assistant Bridge Engineer	PROJECT NO. IX-0000(LRT)

QUALITY OF WORK Satisfactory	PROGRESS OF WORK Unsatisfactory	TIME ELAPSED a)100 b)100 c)21%	WORK COMPLETED 46 %

WILLAMETTE RIVER - (STEEL BRIDGE)

1. COMPLETED WORK

BR No. 2733 L - 1st Ave. Ramp - All of 1st Avenue ramp is complete except for concrete between rails and trackwork.

Br No. 6683 B - Glisan St. Ramp - All decking has been removed. Part of structural steel has been painted.

BR No. 6683 B - Main Steel Bridge - Steel grid flooring filled with lightweight concrete is about 75% in place. New cross girder and cover plates extending through the trusses as cantilevers are installed.

BR No. 6683B - Oregon St. Ramp - Both deck sections have been poured. The deck section poured on July 11, 1985 was covered with visqueen and water cured.

BR No. 6683B - East Approach - One section of deck built-up beams adjacent to the Oregon St. ramp have been poured.

BR No. 16662 - Holladay Rigid Frame - "WLR" track slab is formed.

2. WORK IN PROGRESS

East Approach - Six men are forming a section of the deck adjacent to the Oregon St. Ramp. Six men are removing formwork from an adjacent beam buildup pour.

East Fixed Span - Eight men are removing the last four stringers.

(Continued)

Form FHWA-1446A
(Rev. 2-84)

Lift Span - Two men are placing steel grating back at the north truss. New 20 guage sheet metal will be installed around the truss members and sealed.

West Fixed Span - Eight men are removing old steel and installing cross beams and diaphragms.

Holladay Rigid Frame - Two men are tieing reinforcement for "WLR" track slab.

3. COMMENTS:

Glisan Street Ramp - According to Ed Hardt's memo of June 11, 1985 the modifications of the Glisan St. Ramp to improve Front Avenue's horizontal alignment is roughly estimated to cost $570,000. Relocating the Railroad's communication lines will be around $140,000. John Howard is working on a detailed cost estimate.

The City of Portland wants this contractor to do the modifications because of their desire to complete the overall project in a timely manner. FHWA is considering participating only in the costs of modifications according to the Engineer's Estimate as if the job was advertised.

The contractor may request along with the Glisan St. Ramp changes an additional $60,000 for "extended overhead". According to the contractor the "extended overhead" consists of the additional time required of supervisory personnel to oversee construction of the extra work. The contractor feels that 3 months at $20,000 per month will involve "extended overhead". FHWA questions the merit of the claim since reimbursement for extra work includes his overhead. The Glisan St. Ramp is tentatively scheduled to be opened January 1, 1986.

Main Lift Span - Since the lift span will be 141,000 lbs. heavier than originally planned UPPR has hired Howard Needles to determine if the cable sheaves, bearings, supports, and upper deck cables are adequate for the increased load.

The unit weight of the cylinders cast with Portland Costa lightweight concrete used in the steel grid flooring had unit weights ranging from 97 to 105 lb./cu.ft. which is below the maximum allowable unit weight of 110 lb./cu.ft.

The insulated joints for the LRT will not function properly at the center of the lift span and will be constructed at the lift joints by notching out the grid panels. A $13,700 extra work order will cover the change. Tri-Met will not be able to supply the insulated joints until the middle of August.

The contractor claims he will have the LRT access by October 15, 1985.

#######

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 16, 1985

In Reply Refer to
File No.

H. B. Durrant, Chief Engineer
Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

RE: Steel Bridge
Bridge 6683B
Union Pacific
Bridge 0.43 - Oregon
M.L.

Dear Mr. Durrant:

We appreciate your prompt attention to the problems of the Steel Bridge. We believe that the program that has been set forth by Howard, Needles, Tammen and Bergendoff is satisfactory. We would appreciate expeditious handling of the analysis of the tower sheaves and cables. If this analysis is negative to our interests, we will need some time to negotiate the financial problems with all the parties involved. Any assistance you can give us in this timing would be appreciated.

Cordially,

JB Boyd

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jh

cc: E. S. Hunter
Walt Hart
Ed Hardt
Dale Wilken
Ron Higbee
Dennis Porter
Jeff Asay

RECEIVED
STATE HWY ENGR
JUL 17 '85
REFER TO
FOR
Info Invest R/D D/R Sign Act File

Form 734-3122

GALTON, POPICK & SCOTT

ATTORNEYS AT LAW

8TH FLOOR, WILCOX BUILDING
506 S.W. 6TH AVENUE
PORTLAND, OREGON 97204-1586
(503) 222-3411

HERBERT B. GALTON, P.C.
LEONARD POPICK, P.C.
GARY M. GALTON, P.C.
ALAN M. SCOTT, P.C.
CHARLES D. COLETT
WILLARD E. MERKEL
JILL BACKES
WILBUR C. SMITH, JR.
DONALD E. BEER

LEGAL ASSISTANT:
ANN PETERSON-MEIER

RECEIVED
[illegible] HWY ENGR
JUL 8 '85
REFER TO
[illegible]
FOR
Info ☐ Inves ☐ R/D ☐ D/R ☐ Sign ☐ Act ☒ File ☐

cy Sollis

RECEIVED
DOT DIRECTOR
JUL 05 '85
REFER TO
Coulte
FOR
Info ☐ Inves ☐ R/D ☐ D/R ☐ Sign ☐ Act ☐ File ☐

July 3, 1985

CERTIFIED MAIL/RETURN
RECEIPT REQUESTED

Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

United Pacific Insurance Company
33405 - 8th Ave., South - C3000
Federal Way, WA 98003

Reliance Insurance Company
825 N.E. Multnomah
Portland, OR 97232

State of Oregon, Dept. of Transportation (CON. 5, #9748)
Transportation Building
Salem, OR 97310

Tantra, Inc. of Illinois
1887 N. Jantzen Street
Portland, OR 97217

Re: Claim of Oregon Laborers-Employers Trust Funds
United Pacific Insurance Co. and Reliance Insurance Co.
Sureties on Bond
Project: Willamette River Steel Bridge,
OSHD Project #9748

Gentlemen:

This is to give all parties above named notice of intent of Oregon Laborers-Employers Trust Funds to institute legal action on the Notice of Claim of Public Works Bond dated February 1, 1985. The amount involved is $6,693.65.

Unless full payment is received in our Office on or before fifteen (15) days from the date of this letter, appropriate action will be instituted together with an additional request for accruing interest, attorneys' fees and costs.

As this is the final notice that you will receive prior to legal action, we encourage your remittance as stated herein. Demand is further made for a copy of the Surety Bond to be sent to us promptly.

Very truly yours,

Herbert B. Galton

HBG/pa

cc: Vermeer, Van Lom, Cronn, Hughes, Anderson

STATE OF OREGON
1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 5, 1985

In Reply Refer to
File No

H. B. Durrant, Chief Engineer
Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

RE: Further Agreement
Steel Bridge
Bridge 6683B
Union Pacific
Bridge 0.43 M.LE. S

Dear Mr. Durrant:

The inspection and analysis of the structural integrity of the towers is proceeding at this time.

There is a further area that we would like to explore with the Union Pacific Railroad. We understand that it is the Union Pacific's present position that they are to replace the lifting cables for the upper deck in approximately two to three years. The replacement of these cables will take the bridge out of service for from four to five weeks. We also understand that you are planning to replace the lower deck cables this year.

We would like to avoid the down time in the future, and would propose that they be replaced this year while the bridge is still out of service. We would propose that we share with the Union Pacific Railroad a proportional time increment of the cost involved in doing these cables at this point in time, which would be a direct proportion of the time you expect doing them in 1988 or '89 versus their total life span. If additional strengths are required that could also be prorated once Howard, Needles, Tammen and Bergendoff make their report. The incremental difference in cost would be a factor to be considered on the same prorata basis.

Tri-Met is interested in our accomplishing this work at this point in time as the lightrail system would be just beginning to be functional and acquiring ridership, and the loss of four to five weeks down time would not be in the public's interest.

Hopefully, we can negotiate a satisfactory solution for all concerned.

Sincerely,

JBBoyd

J. B. Boyd, PE, PLS
Right of Way Manager

RECEIVED
STATE HWY ENGR
JUL 8 '85
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

NOTED
D. O. Christensen

JBB:mk
cc: E. S. Hunter ✓
Walt Hart
Ed Hardt
Dale Wilken
Ron Higbee
Dennis Porter
Jeff Asay

Form 734-3122

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 27, 1985

In Reply Refer to
File No

H. B. Durrant, Chief Engineer
Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

RE: Consultant Contract
Steel Bridge
Bridge 6683B
Union Pacific
Bridge 0.43 M.L.

Dear Mr. Durrant:

We are aware of your concerns regarding the inspection and analysis to determine the structural integrity of the towers by your consultant, Howard, Needles, Tammen and Bergendoff. This is in lieu of the Highway Division doing the analysis.

This inspection definition of the problem is of primary importance to the Highway Division to maintain their present time schedule as to the utilization of structure. We would agree to your consultant being brought on board immediately; this was discussed with Mr. Jim Barrens of your office. In the past we have been successful in negotiating with Howard, Needles, Tammen and Bergendoff for reasonable charges. Due to the emergency nature of this activity, we would like them there at the earliest possible moment.

We are able to provide at our Project Manager's Office, all of the original drawings of the structure and to furnish any basic support services that are required.

At the conclusion of the analysis of those items contained in your letter of June 21, we believe it of importance to both the Union Pacific Railroad and the Highway Division that the consultant review the overall adequacy of various elements of the bridge; this as a continuing project cost. The inspection will provide a record of the work that has been done for future reviews and maintenance schedules.

We continue to look forward to the cooperation of the Union Pacific Railroad fully realizing that our activities have caused a burden on your bridge personnel. I think that the things that we have uncovered relative to the structural integrity of the bridge have been a benefit to all concerned with the Steel Bridge.

Yours truly,

J. B. Boyd, PE, PLS
Right of Way Manager

RECEIVED
STATE HWY ENGR
JUN 28 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

JBB:jh
cc: E. S. Hunter
Walt Hart
Ed Hardt
Dale Wilken
Ron Higbee
Dennis Porter
Jeff Asay

Form 734-3122

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center - Suite 100
530 Center Street NE
Salem, Oregon 97301

June 14, 1985
IN REPLY REFER TO
HFO.6-OR

RECEIVED
STATE HWY ENGR
JUN 18 '85
REFER TO
Hunter
FOR
X

Mr. H. S. Coulter
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

copy
#10.134

Dear Mr. Coulter:

Oregon Project IX-0000(LRT)
Willamette River (Steel Bridge)
Oregon Project IX-9300(10)
Glisan - Couch (Section)
Front Avenue/Glisan St. Ramp
Multnomah County

We have reviewed Mr. Hart's letter of June 12, 1985 presenting support data to proceed with the Glisan St. ramp revisions under a contract change order to the Steel Bridge project. We agree that your proposal is in the best interest of the public and represents the most cost-effective means of accomplishing this work.

The Glisan Ramp revision will be considered Stage I of project IX-9300(10). PS&E prerequisites have already been satisfied under project IX-0000(LRT) and the properly supported change order will constitute PS&E documents for this stage.

Your request for authorization to proceed with construction, including utility adjustments, should also ask for confirmation of our verbal effective date of June 14, 1985. Preliminary engineering should be charge to project IX-9300(9).

Sincerely yours,

G. K. Hossner
for Dale E. Wilken
Division Administrator

cc:
OSHD (G. Potter, Prog)
OSHD (A. C. Harwood, Metro Reg)
UMTA (A. Davis, Reg Admin, Seattle)
TRI-MET (R. Higbee, Dir. Banfield LR)

cc Christensen
Hart
Boyd
Hewitt.

9740

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 11, 1985

In Reply Refer to
File No

H. B. Durrant, Chief Engineer
Union Pacific Railroad
1416 Dodge Street
Omaha, NB 68179

RE: Design Contracts
Steel Bridge 6683B
Union Pacific Bridge 0.43
Oregon M.L.

Dear Mr. Durrant:

We would propose in accordance with your letter of May 22, that alternate B be followed. In order to expedite the proposal, the Oregon Highway Division will proceed as follows:

1. The Oregon Highway Division will check the tower design to insure its adequacy for any increased loads.

2. That the Union Pacific Railroad hire a consultant to determine if the cable sheaves, bearings and supports are of adequate design for the increased load. The upper deck cables are also to be checked for their adequacy.

   The Highway Division should be kept aware of your progress in obtaining a consultant. If the consultant agreement is satisfactory to the Union Pacific Railroad, the Highway Division should approve the scope of work and estimate.

Once 1. and 2. have been determined to be adequate and satisfactory to both the Union Pacific Railroad and the Highway Division, we will then assess the methods of accomplishing whatever work has to be done.

Cordially yours,

JB Boyd

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jh

cc: E. S. Hunter
Walt Hart
Ed Hardt
Dale Wilken
Ron Higbee
Dennis Porter
Jeff Asay

NOTED
D. O. Christensen

RECEIVED
STATE HWY ENGR
JUN 11 '85
REFER TO
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Form 734-3122

UNION PACIFIC RAILROAD COMPANY
ENGINEERING DEPARTMENT

H. B. DURRANT
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA 68179

Steel Bridge

RIGHT OF WAY ADMINISTRATION
RECEIVED
MAY 31 1985
SM AM ADM RBR CA RE
PMS AS CE OS TA RUC
0 1 2 3 4 F

May 22, 1985

Br. 0.43, Oregon Division

Mr. J. B. Boyd, PE, PLS
Right-of-Way Manager
Oregon Department of Transportation
Highway Division
Transportation Building
Salem, Oregon 97310

[illegible] CON 21-10-1

sent 6-3-85

Dear Mr. Boyd:

Please refer to the installation of the Tri-Met light rail line on our Steel Bridge in Portland.

Mr. J. A. Lileikis of my staff has estimated the weight of materials to be removed and added to the upper deck lift span to allow light rail traffic. His calculations show that with your current plans of materials to be installed that the lift span will be approximately 141,000 lbs. heavier than when your construction commenced.

I feel this increase is unacceptable. Two alternatives will be considered:

A. Modify the design for the light rail traffic system to eliminate this weight increase.

B. An independent engineering firm will be retained to evaluate the following:

  1. That the tower design is adequate for the increased loads.
  2. That the cable sheaves, bearings and supports are of adequate design for the increased loads.
  3. That the upper deck cables are adequate for the increased loads.

The upper deck cables have been in service since August 1943 and to increase the load on these cables would not be allowable unless a thorough investigation is performed.

Yours truly,

H B Durrant

cc-ES Hunter
cc-Walt Hart
cc-Ed Hardt

cc sent 6-3
ck

STATE OF OREGON

INTEROFFICE MEMO

TO: MEMO TO THE FILE

DATE: June 11, 1985

RECEIVED
STATE HWY ENGR
JUN 12 '85
REFER TO
FOR
Info Inves R/D D/R Sign Act File

ORIGINAL SIGNED BY
EDWARD L. HARDT

FROM:
EDWARD L. HARDT
Metro Region Engineer

NOTED
W. E. SCHWARTZ

SUBJECT:

REVISION TO GLISAN STREET RAMP
STEEL BRIDGE

Met in John Howard's office Monday afternoon, June 10, to discuss the progress of getting the okay to proceed with the revision to the Glisan Street ramp, as requested by City of Portland. Attending were Don Coville and Brian Oberding, City of Portland; Marion Craft, John Howard, Merle Hill and I. Late Friday evening John had received a quotation from Drake for the work, so our purpose was to discuss that price quote and to determine what needs to be done to get on with the work.

We first went over the various elements that make up the total cost of the work, as best we know them. They are as follows:

A. CONTRACT WORK (DRAKE'S QUOTATION)	$569,153
Drake's flagging cost	2,000
B. WESTERN UNION RELOCATION	32,000
C. UPRR TEMPORARY SIGNAL RELOCATION	16,000
D. RAILROAD PROTECTION COSTS	15,000
E. SPRR RELOCATION COSTS	10,000
F. ENGINEERING AND CONTINGENCIES (12½%)	71,000
TOTAL ESTIMATED COST	$715,000

Don Coville said this is the figure that the City had been working with and the cost is no surprise to them and they can handle it.

We identified the things that need to be done before we can give the contractor the go-ahead. They are:

(1) We need to get Federal approval of the utility adjustments mentioned above, since they are all located on private property. Dick Coville is furnishing the necessary data to Dick Fleming,

who will expedite FHWA approval. I spoke to Dick about it and he says he can get telephone approval whenever that is necessary, so that shouldn't be a critical item. It looks like the moving of the Western Union communication house could be critical to the work since it lies over one of the foundations. Don Coville is exploring with Western Union ways to get their work out of the way by the possible use of a building that somebody already has on hand. We need to be watchful of Western Union's schedule, as it may be critical to the completion of the work.

(2) We need to get FHWA approval of the concept of adding the work to Drake's contract on the Steel Bridge, as opposed to a separate contract. Terry Shike and Phil Rabb, in the Bridge office, are preparing a report to the FHWA to support this concept, to also support the costs that Drake has quoted us. I spoke to Phil Rabb about that late Monday and he will expedite that information to the FHWA as soon as he gets a further breakdown and justification of Drake's cost from John Howard.

(3) We need to be able to support and justify Drake's quotation. Several of the items (excavation, 4,000 psi concrete, and structural steel) on the surface appear to be high. However, John pointed out that this is not typical work and there is some unusual costs involved. John will be identifying the extraordinary things about that work in order to determine if the prices quoted by Drake are reasonable.

(4) The City needs to give us approval of the cost of the work. According to Don Coville that does not seem to be any problem.

(5) The City and OSHD need to confirm that the work can be completed by November 15. At least sufficiently to allow traffic on the structure.

Drake's proposal for this work carries what I consider to be an unacceptable statement in that they want a reservation for future overhead costs that might flow from this work. They say they are unable to identify those at this time, but they want the door left open. We need to discuss this with Drake because I don't want to leave that as a "blank check" to be written at some future date. This gambit has been an on-going thing with Drake on our projects for many years.

Hopefully, all of the above questions can be answered very shortly and we can give Drake the go-ahead to proceed, perhaps within a week. This would conform to John's schedule, which has the work completed prior to November 15th.

ELH/cp
cc W. E. Schwartz
C. O. Fredrickson
Walt Hart
John Howard
Dick Fleming
Don Coville, City of Portland

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

OREGON DIVISION
The Equitable Center, Suite 100
530 Center Street NE
Salem, OR 97301

May 13, 1985
IN REPLY REFER TO
HBR-OR

Mr. H. S. Coulter
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Coulter:

Oregon Project IX0000(LRT)
Willamette River Steel Bridge
Glisan Street Ramp Revision

We have reviewed the steel bridge ramp revisions for Glisan Street. Spans 5 and 6 are being combined into one span to correct the alignment of Front Street. This work is quite extensive and you should support the cost effectiveness of negotiating with the contractor and show that the span construction at this time is in the public interest. We also need to know how the Front Street work will be completed.

Please furnish this information when you request our approval.

Sincerely yours,

Dale E. Wilken
Division Administrator

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
MAY 14 '85
REFER TO
Hunter
FOR
Info | Answer | R/D | J/R | Sign | Act | File

cy
[illegible] ✓

Cy - Fredrickson
5/17 Hardt
Harwood

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION

☒ INTERMEDIATE INSPECTION
☐ PROJECT
☐ INSPECTION-IN-DEPTH

☐ FINAL INSPECTION

RECEIVED
STATE HWY ENGR
MAY 24 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

cy 5-24
Fredrickson

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	3	Multnomah	Oregon

IN COMPANY WITH: John D. Howard, Region 2, OSHD

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
4-16-85	H. A. Schell, Division Bridge Engineer	IX-0000 (LRT)

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
Satisfactory	Unsatisfactory	71 %	* 40 %

NOTED
W. E. SCHWARTZ

WILLAMETTE RIVER (STEEL BRIDGE RAMP)

1. COMPLETED WORK

BR No.2733L (96% Complete - The ramp is about complete except for rail installation and the walkway that goes under the structure. (Picture 1)

BR No.6683B Glisan Street Ramp - All decking has been removed and the girders, floor beams, stringers are exposed. (Picture 2)

BR No.6683B Main Steel Bridge - All decking has been removed. Lift spans, stringers, floorbeams repaired. Steel grid and lightweight concrete flooring is about 50% in place. Several steel panels for the north side cantilever overhang are partially in place. (Pictures 3 & 4)

BR No.6683B Oregon Street Ramp - Deck removed. About 70% of the stringer and floorbeam removal and renovation is complete. (Picture 11)

BR No.6683B Holladay Ramp - The steel cantilever overhang is exposed and some repair completed.

BR No.16662 Holladay Rigid Frame - LRT East approach grade. Grading is about complete. Vaults are in place and part of rail is on the project.

1. WORK IN PROGRESS

Main Steel Bridge - Two men are bolting up the steel grid deck paneling (Picture 3) on the west end of the lift span. Two men are placing the north overhang panels at midsection of the lift span.

(Continued)

*U.S. GPO: 1985-466-[illegible]

East Approach - Three men are removing rivets on a floor beam. (Pictures 9 & 10)

Oregon Street Ramp - Three men are bolting up stringers. One man with a torch is cutting loose flange sections at the cross beams.

Holladay Street Rigid Frame - Three men are forming.

LRT East Ramp - Three men are working on the grade under the structure coordinating their work with the electrical vault construction for the LRT rail installation.

3. COMMENTS:

Main Lift Span - All of the cross girder and cover plates which extend through the truss as cantilevers to support the outside roadway are badly corroded and in some instances completely severed. Extra work for flange plate installation must be initiated to correct all of these sections and provide adequate support for the roadway. The cost will probably be $30,000+. (Picture 6)

Glisan Street Ramp - Front Ave. has very poor alignment under span 6. It is the intent of the city to correct this alignment. This will entail combining spans 5 and 6 to provide sufficient clearance for a smooth horizontal Front Ave. line change. This work would involve redesigning the girders for the longer span (spans 5 & 6), and eliminating Bent 5. State and city officials are now studying this alternative. The cost would be about $300,000 and if supportable negotiations will take place with this contractor.

Lift Span Grid Deck - Standard bolts are called for the tie down of these deck sections. The state proposed high strength 5/8" X 6" long bolts fastened at the four corners of the section. The cost is about $10,000 and the change appears reasonable.

The light weight grid deck on the lift span will use expanded shale (called "ca sta mesa") for the concrete. The weight of this material is 110 lbs./c.f. There is not sufficient specification definition on how to measure or control the deck construction weight. This must be carefully controlled in order to prevent overloading the lift span. The contractor requested a price agreement for $2,625 to cover this extra work.

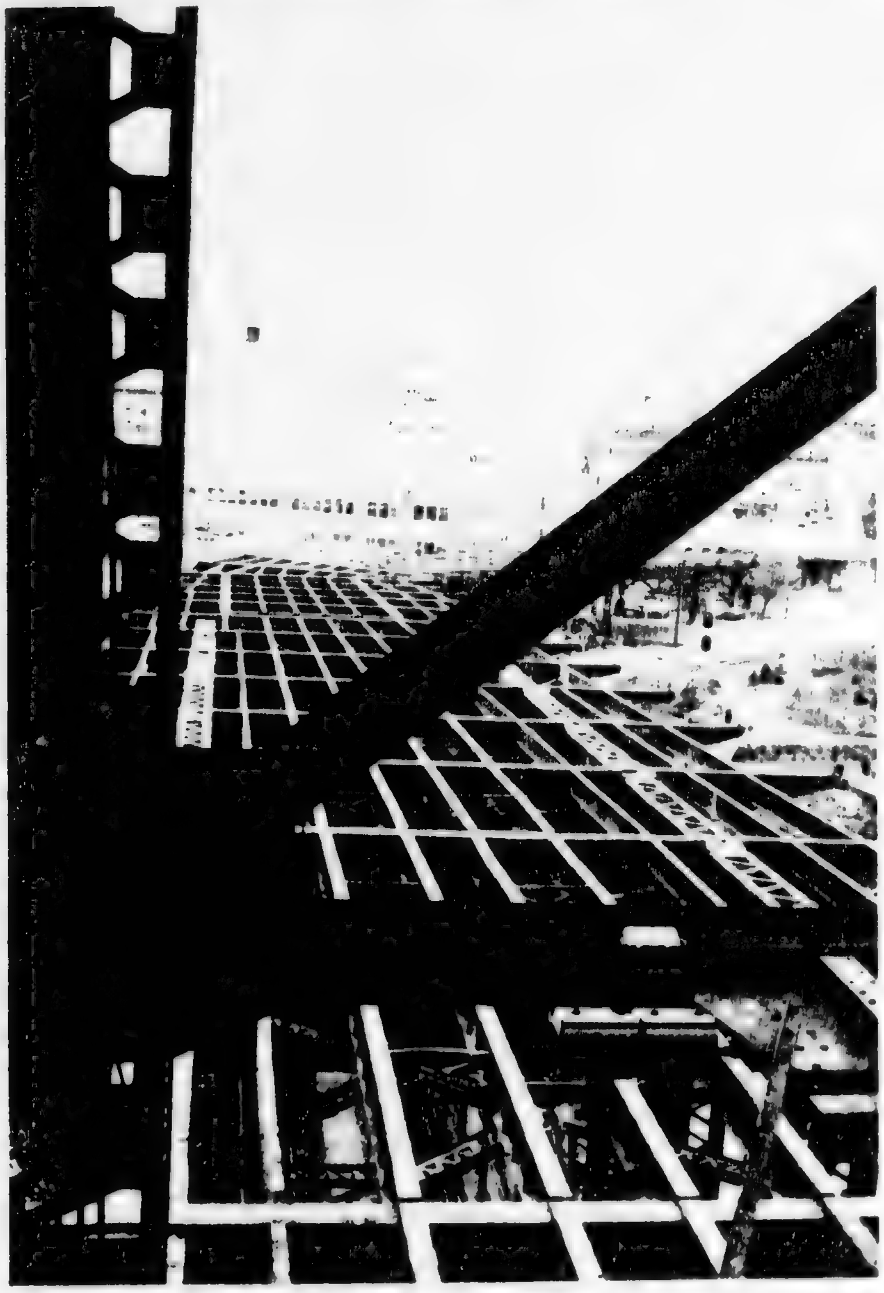
(Continued)

The extensive work on the lift span and the possibility of added weight might require the addition of counterweights to balance the lifting mechanism.

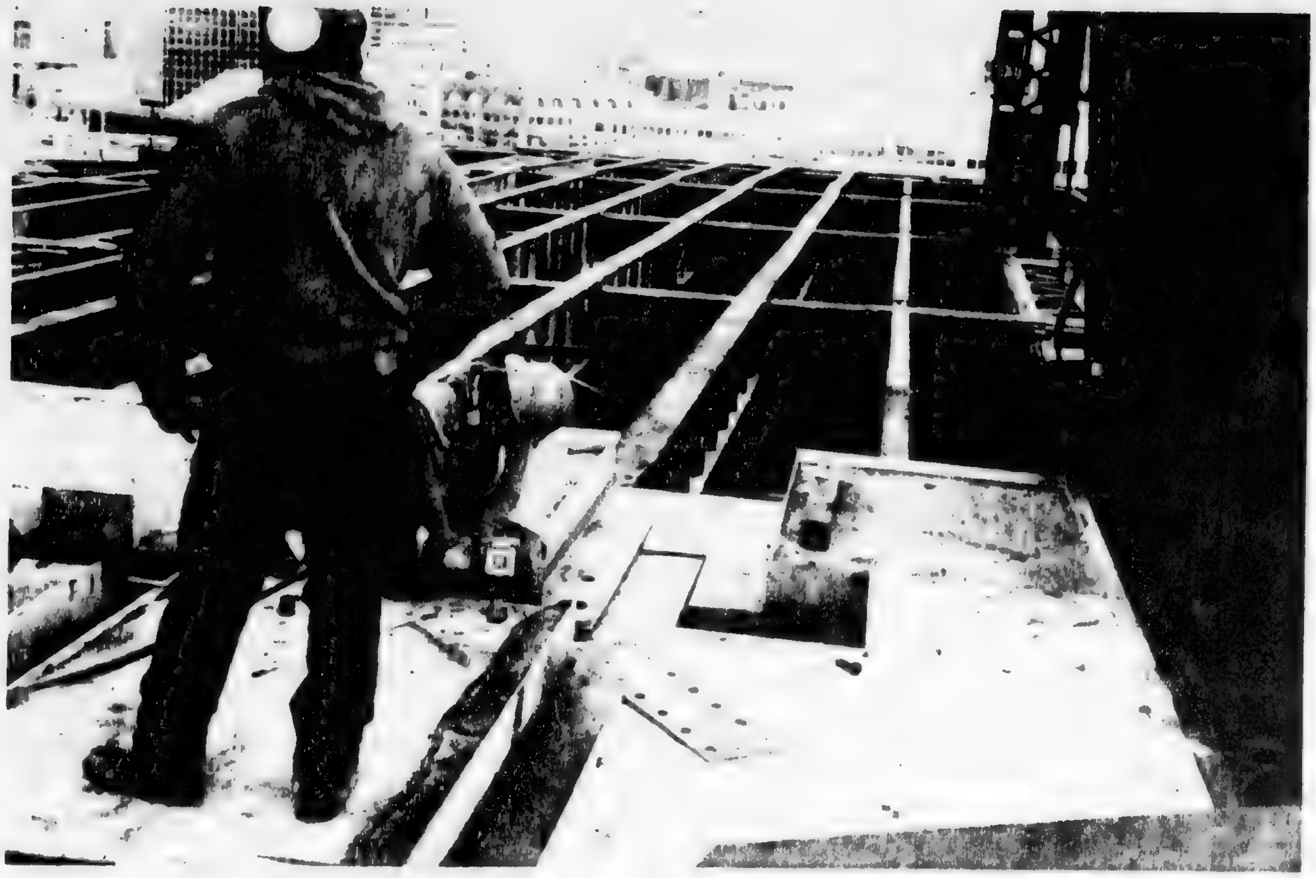
*The contractor maintains he can get the project done on time. He has met with the LRT people in an attempt to coordinate access and he claims he will have the access needed by July 1st.
He is now preparing the Oregon Street ramp girders for deck and will work the LRT access from this deck. On the Fixed Street Bridge ramp he is working on the west end and might not make the access deadline. Much of this work depends on the painting and he is attempting to speed up the painter subcontractor.

#########

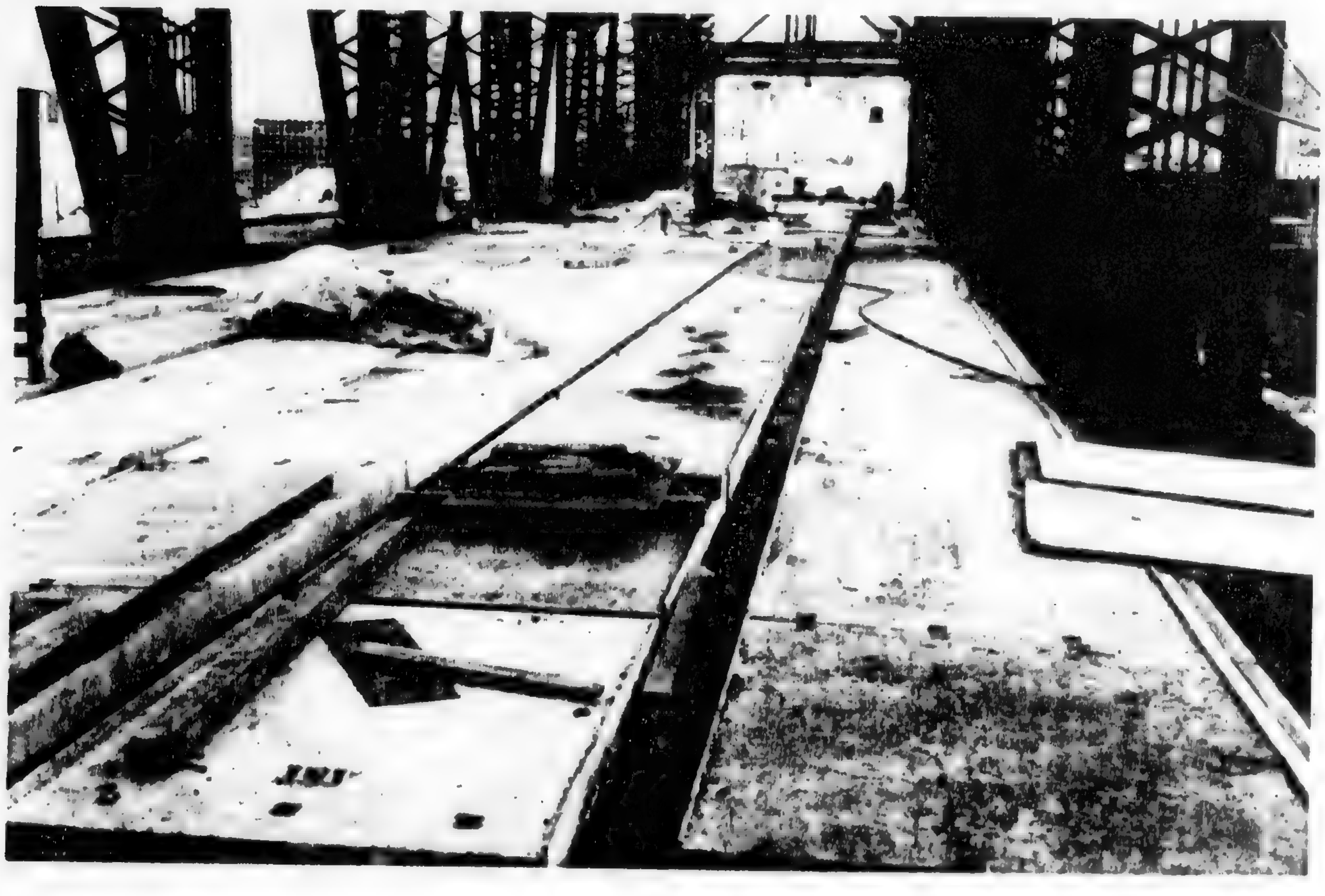
1. Looking southwest from lift span.



2. Glisan Street ramp condition.

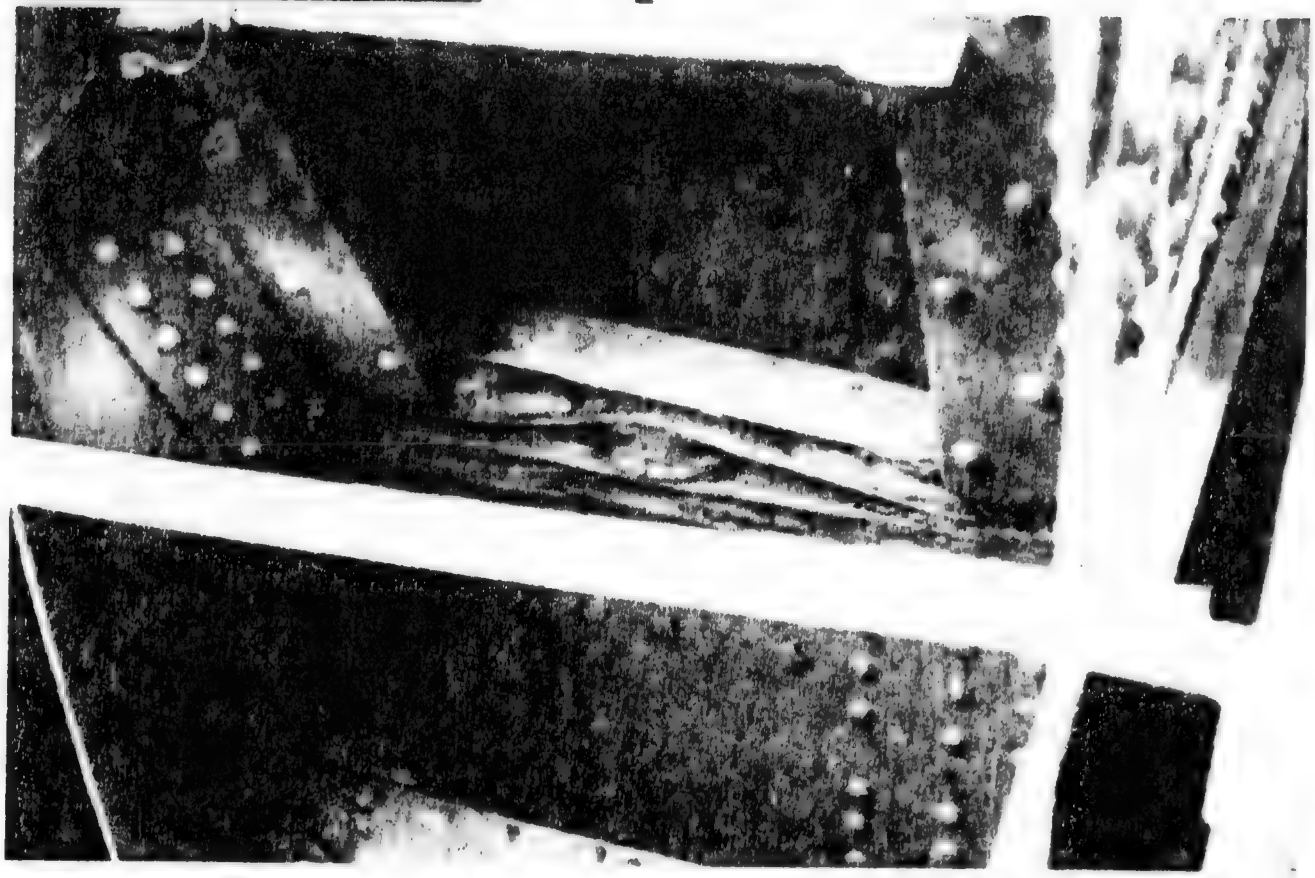


3. Bolting up steel grid panels - Main Steel Bridge.

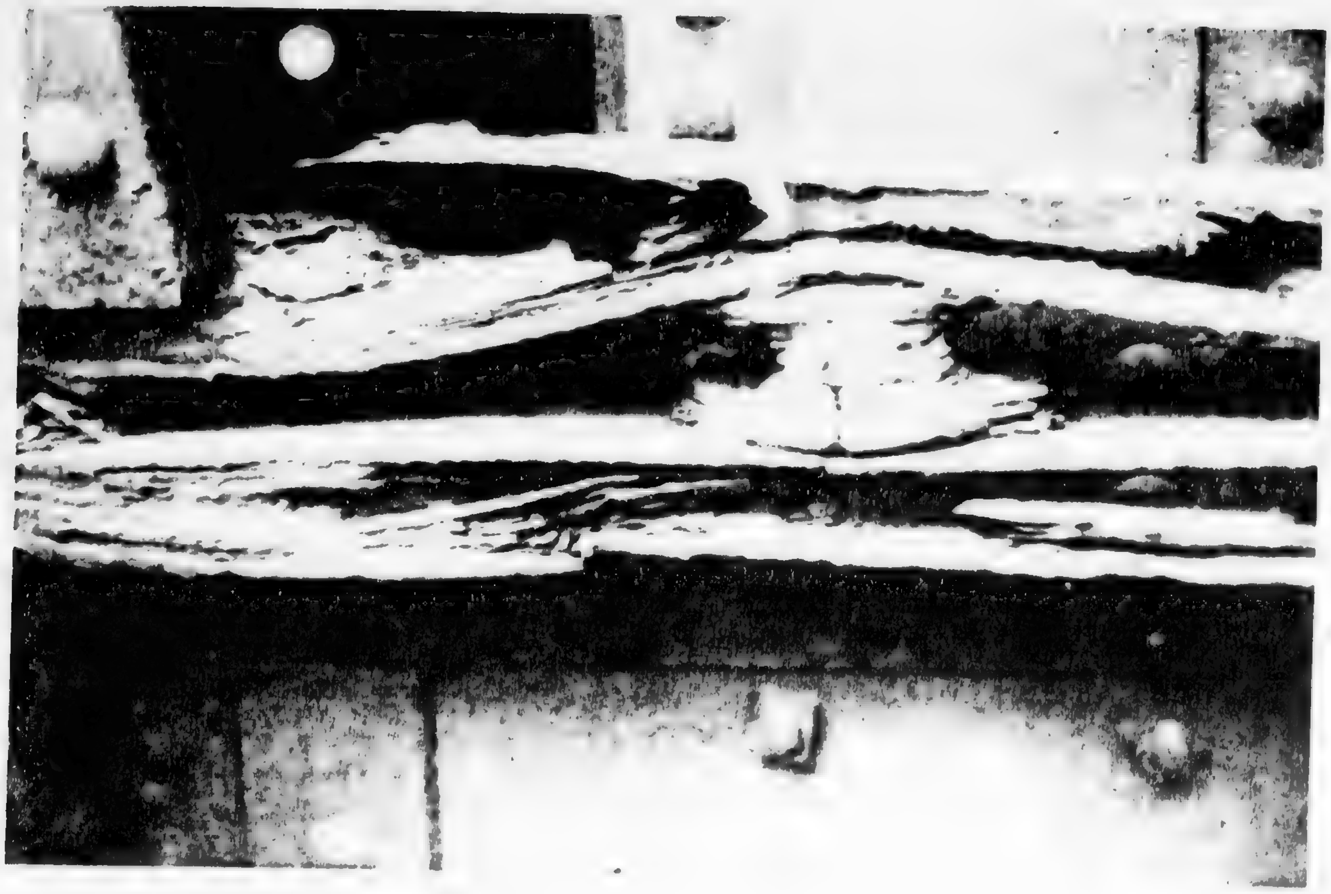


4. Steel grid panels placed to date.

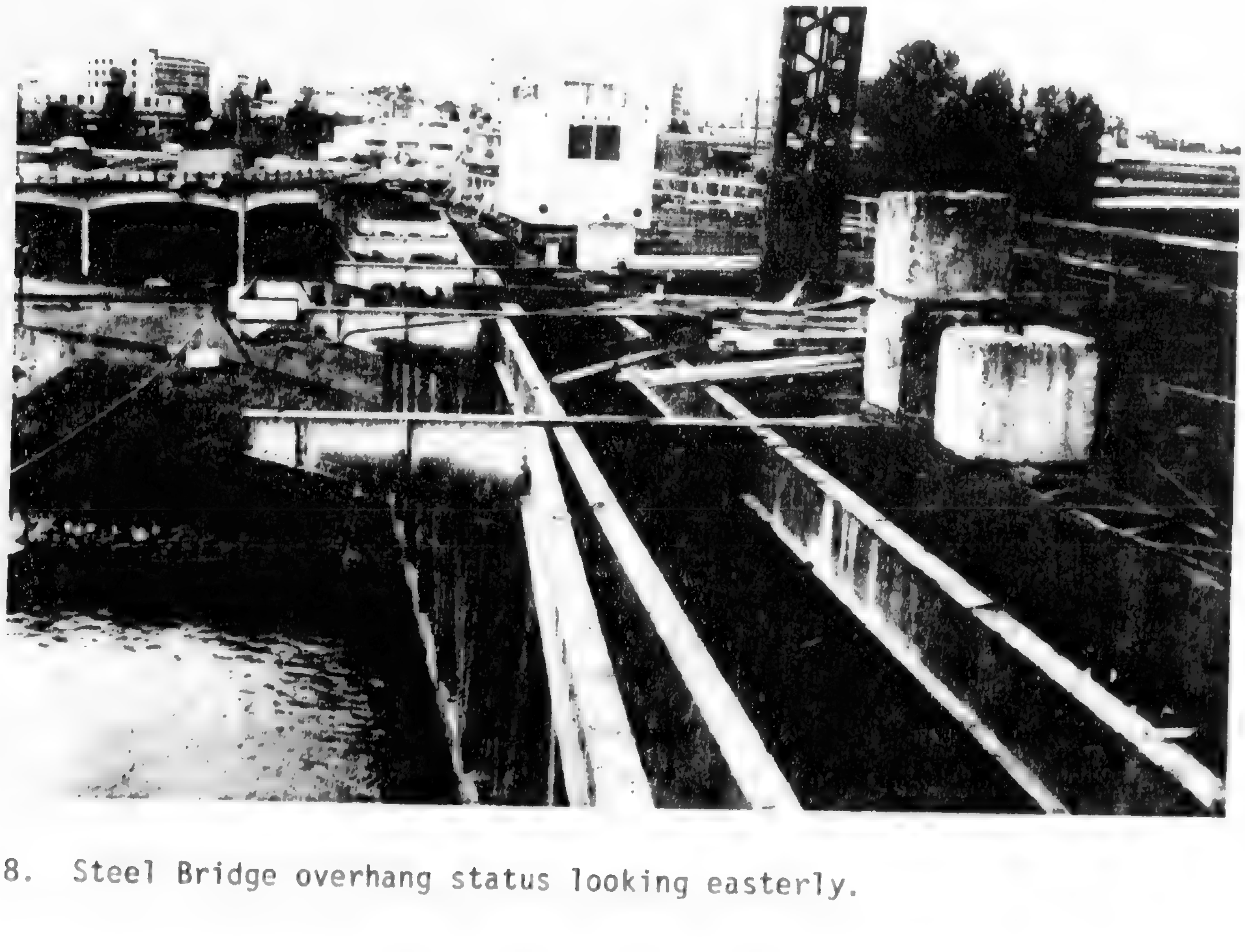
5. Western joint of lift span.



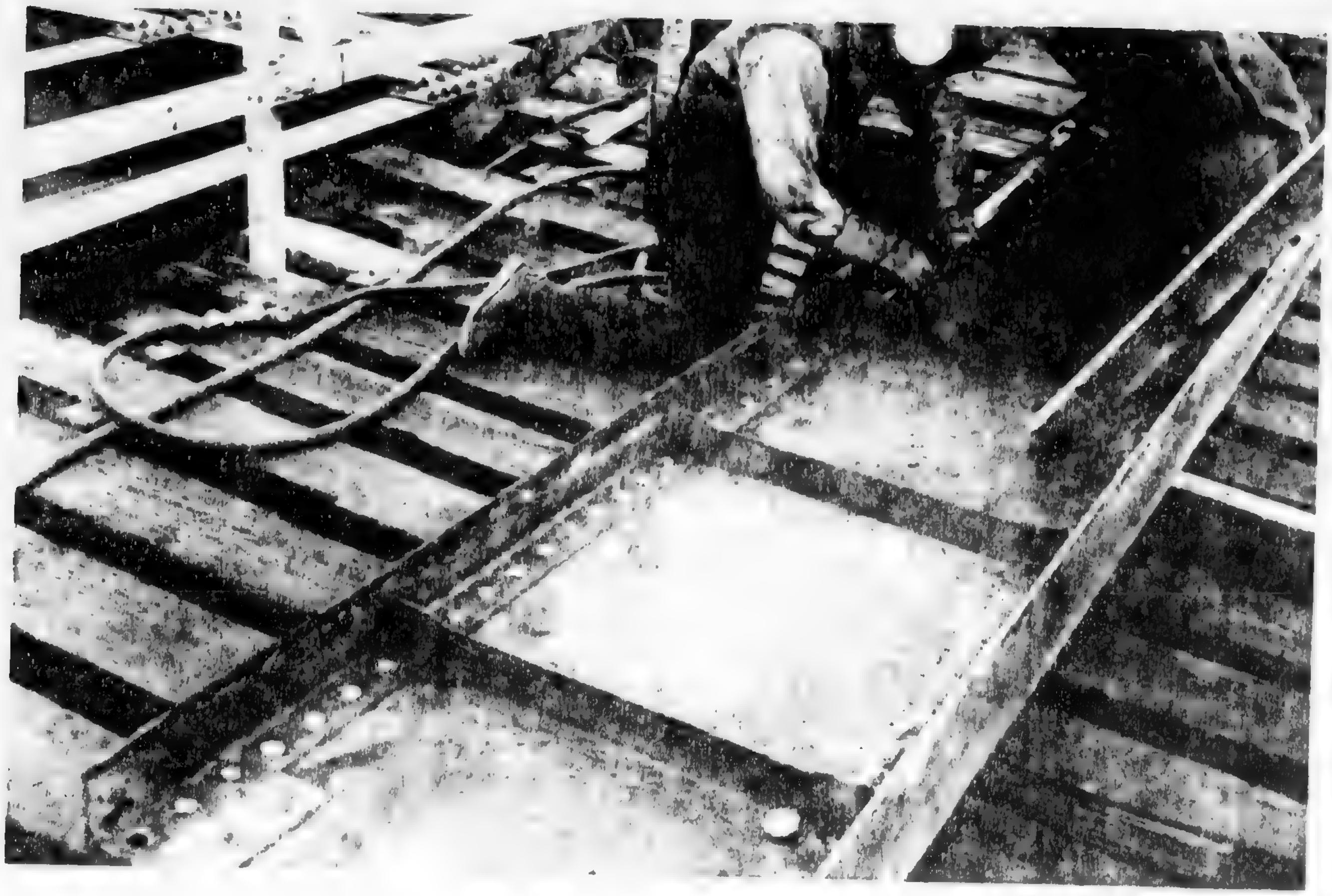
6. Corroded flange section for cross-girder cantilever.

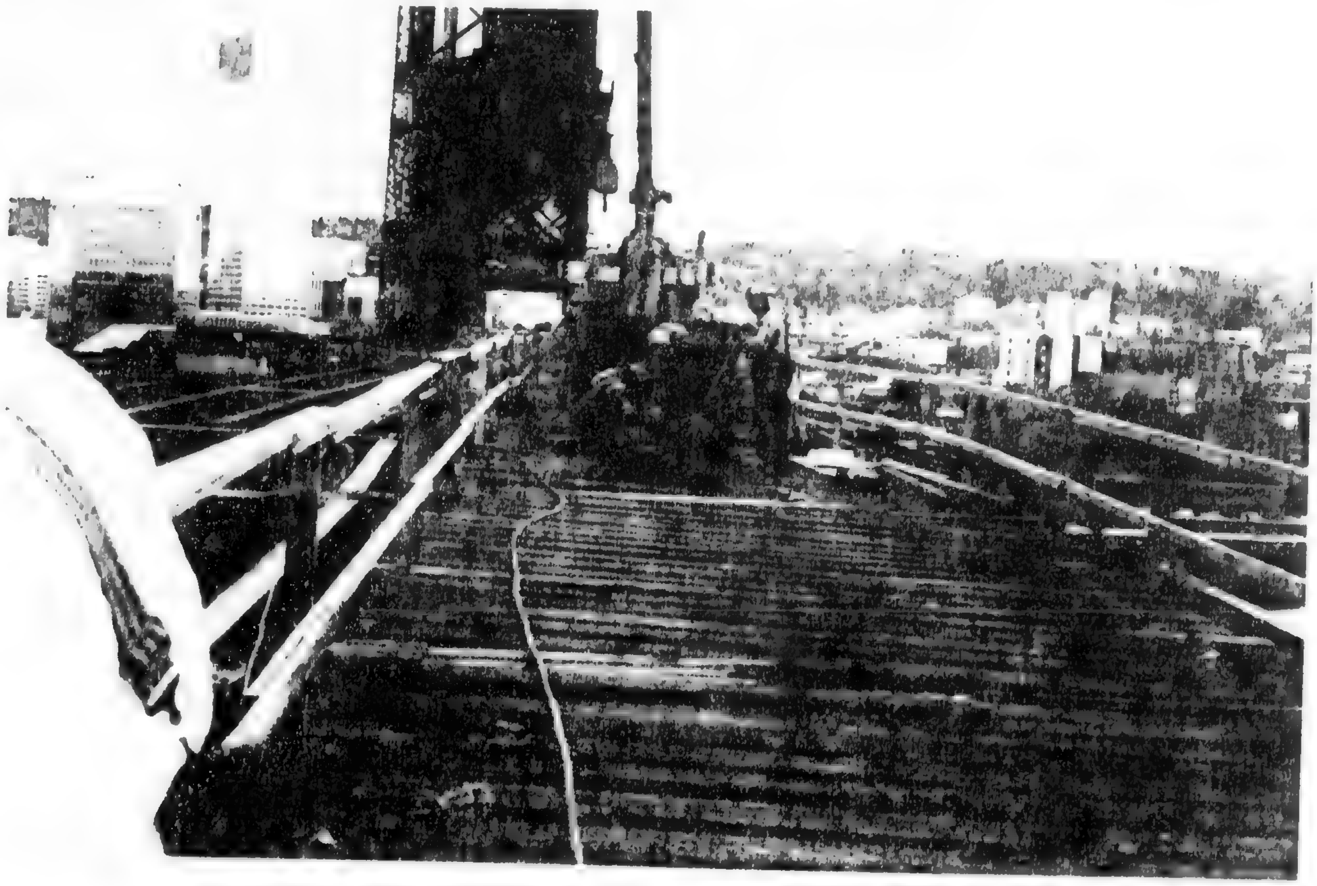


7. Close-up of corroded cross-girder flange at truss section.



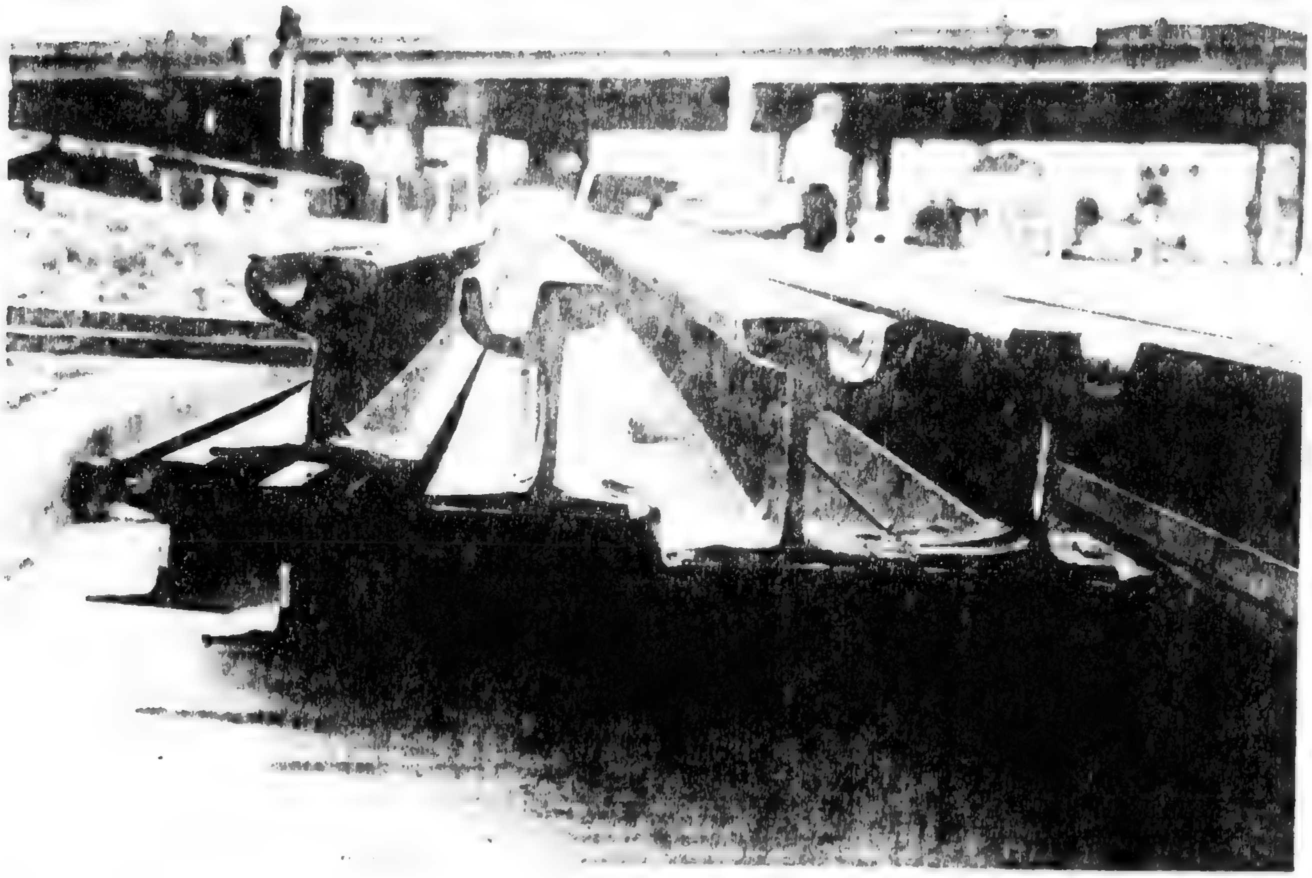
8. Steel Bridge overhang status looking easterly.





9 & 10. Repair of cross beams - Oregon Street ramp.

11. Oregon Street ramp status.



12. Rail section LRT line - eastern approach.

CL 1985-0075

Sec of State

FILED
APR 11 1985
BARBARA ROBERTS
SECRETARY OF STATE

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

April 4, 1985

IN REPLY REFER TO FILE NO. CON #9748

Budget Rent-A-Car of
Washington-Oregon, Inc.
3161 Elliott Ave.
Seattle, WA 98121

Attention: Gustav Kostakos

Gentlemen:

This will acknowledge your letter of March 22, 1985, with the attached Notice of Claim concerning the following Highway Division contract:

FILED BY:	Budget Rent-A-Car of Washington-Oregon, Inc.
AMOUNT:	$7,446.76
FOR:	Equipment rental
AGAINST (Prime contractor)	Donald M. Drake Company
SUBCONTRACTOR	Tantra, Inc. of Illinois
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge and Ramps) Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance Company and Reliance Insurance Company
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

As requested, we are attaching a copy of the Notice with our received stamp on the front of the Claim.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N. W. Flanders
Portland, OR 97209

United Pacific Insurance Co.
Bond Department
33405-8th Ave. S. C-3000
Federal Way, WA 98003

Reliance Insurance Co.
825 N. E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

Attachment

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
5-2-85

RECEIVED
APR 12 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CERTIFIED
P 165 774 608
MAIL

ADMINISTRATIVE OFFICES
203 Terminal Sales Bldg.
First & Virginia
Seattle, WA 98101
(206) 623-4910

Budget
Sears Car and Truck Rental
Budget RENT-A-CAR OF WASHINGTON-OREGON, INC.

March 22, 1985

Department of Transportation
State of Oregon
Transportation Building
Salem, Oregon 97310

ATTN: ROBERT W. GORMSEN, COMMISSION SERVICES

RE: Notice of Claim of Budget Rent-a-Car of Washington-Oregon, Inc.
General Contractor: Donald M. Drake Co.
Surety: United Pacific Insurance Co.
Project: Steel Bridge, Portland, Oregon
Subcontractor: Tantra, Inc.
Subcontractor's Surety: Union Indemnity Insurance Co. of New York

Dear Mr. Gormsen:

On behalf of Budget Rent-a-Car of Washington-Oregon, Inc., I hand you Notice of Claim of Budget Rent-a-Car for equipment rental to Tantra, Inc. of Illinois, subcontractor to Donald M. Drake Co., on the steel bridge project, Portland, Multnomah County, Oregon, in the sum of $7,446.76, and against the bond provided by Donald M. Drake Co., general contractor, as principal and its surety, United Pacific Insurance Co.

I ask that you acknowledge receipt to me of the notice of this claim by endorsing receipt thereof on a copy of the Notice of Claim which is enclosed. Thank you.

Very truly yours,

BUDGET RENT-A-CAR OF
WASHINGTON-OREGON, INC.

Gustav Kostakos
Corporate Counsel

RECEIVED
MAR 28 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

GK:clj
Enc.

cc: Donald M. Drake Co., Attn: Pete Ebert
United Pacific Insurance Co.
Union Indemnity Insurance Co. of New York
Mr. Charles Kobin, Attorney at Law
Mr. Robert Weiner
Ms. Debbie Gerber

RECEIVED
MAR 28 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NOTICE OF CLAIM

Notice is hereby given that the undersigned has provided equipment rental to Tantra, Inc. of Illinois, a subcontractor to the Donald M. Drake Co. on project known as Steel Bridge in Portland, Multnomah County, State of Oregon, in the sum of $7,446.76, and that the undersigned has a claim in the above sum against the bond provided by Donald M. Drake Co., general contractor, as principal and United Pacific Insurance Company as surety for the equipment rental provided as described above on the referenced project.

DATED this 22 day of March, 1985.

BUDGET RENT-A-CAR OF
WASHINGTON-OREGON, INC.

By
Gustav Kostakos
Its Corporate Counsel
203 Terminal Sales Bldg.
First and Virginia
Seattle, WA 98101
(206) 623-4910
(206) 282-8753

RECEIVED
MAR 28 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

April 2, 1985

CON 5

Donald M. Drake Company
1740 NW Flanders St.
Portland, OR 97209

Re: Time Extension Request
Willamette River (Steel Bridge & Ramps)
Contract No. 9748
FAP No. IX-0000(LRT)

Your request for twelve days of additional contract time in which to complete the above project due to late shop drawing approval for the bent 1 bearings is granted.

The adjusted contract time of completion of phase "a" of the project is October 12, 1984. This will eliminate all liquidated damages under this phase of the contract.

W. E. Schwartz, P.E.
Ass't. State Highway Engineer
for Operations

bc: C. O. Fredrickson
Al Harwood w/attach.
John Howard w/attach.
FHWA w/attach.
Bruce Walton NOTE: This extension of time is non-participating.

Form 734-3122

9741

STATE OF OREGON **INTEROFFICE MEMO**

Contract Payments 378-6594 FILE: CON 5

TO: Robert Gormsen
Manager, Commission Services

DATE: March 20, 1985

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract 9784, On Site Work Substantially Completed September 25, 1984

All Work Completed December 26, 1984

Project Mazoma Jct.-Dixon Rd.

Highway Sun Mountain

County Klamath

Type of Work Pavement Breakup Project

Contractor Morse Bros., Inc.

WES:BMW:mk

cc: C. O. Fredrickson
B. M. Walton

CPC/FM2

March 25, 1985 - Surety letter written.

Noted
RGormsen

RECEIVED
MAR 20 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Contains Recycled Materials

CL 1985-0034

FILED
MAR 21 1985
BARBARA ROBERTS
SECRETARY OF STATE

COPY

March 19, 1985

Lindsay, Hart, Neil & Weigler
Lawyers
111 S.W. Columbia, Suite 700
Portland, OR 97201

CON
#9748

Attention: David T. Douthwaite

Gentlemen or Ladies:

This will acknowledge your letter dated March 1, 1985, on behalf of Messrs. Holton, Ayers, Obrist and Tobey, filing a claim against the following Highway Division contract.

FILED BY:	Herschel H. Holton, dba H. H. Holton Trucking Harold Ayers dba Harold Ayers Excavating Edwin C. Obrist dba Ed Obrist Trucking O. K. Tobey dba Tobey's Excavation
FOR:	Labor and equipment rental
AMOUNT:	$32,678.50
AGAINST (Prime contractor)	Donald M. Drake Company
SUBCONTRACTOR	Tantra Inc. Of Illinois
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge and Ramps) Section, Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance Company and Reliance Insurance Company

AGENT: Corroon & Black of Oregon

We will advise the sureties, agent and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

United Pacific Insurance Company
Bond Department
33405 - 8th Ave. S. C-3000
Federal Way, WA 98003

Reliance Insurance Company
825 N.E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

COPY

ON CARD
4-8-85 Gm

RECEIVED
MAR 25 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

LINDSAY, HART, NEIL & WEIGLER
LAWYERS
SUITE 700
COLUMBIA SQUARE
111 S.W. COLUMBIA
PORTLAND, OREGON 97201-5893
TELEPHONE (503) 226-1191
TELECOPIER (503) 226-0079

WASHINGTON, D. C. OFFICE
2011 EYE STREET, N. W.
WASHINGTON, D. C. 20036
(202) 296-3006

DENNIS LINDSAY*
CARL R. NEIL
JERARD S. WEIGLER
ROBERT C. SHOEMAKER
RICHARD WM. DAVIS
JONATHAN A. ATER
JAMES H. BEAN*
CAROL A. HEWITT
ROBERT E. BABCOCK
W. W. KIRTLEY
DANIEL H. SKERRITT
GLEN MCCLENDON
VALERIE D. FISHER
ROBERT W. PALMER
LARRY G. HITTLE
THOMAS E. MCDERMOTT
JAMES N. GARDNER
STEVEN K. BLACKHURST
MARK S. DODSON
MICHAEL E. HAGLUND
LINDA TRIPLETT
FRANK V. LANGFITT III
GRANT E. TANNER
DOUGLAS D. SMITH
RONALD L. SAXTON
WILLIAM M. TOMLINSON
STEVEN E. WYNNE
WILLIAM C. CAMPBELL
THOMAS A. BALMER*

RICK HASELTON
LAVONNE REIMER
DAVID T. DOUTHWAITE*
MICHAEL W. SHACKELFORD
JANICE R. WILSON
DAVID H. LOHMAN
RICHARD B. MORROW
KEVIN L. MANNIX
JACK L. LANDAU
PATRICIA GRIFFITH BROWN
MARILYN R. PODEMSKI
LINDA M. SELUZICKI
CATHERINE RIFFE
COREY STREISINGER
TURID L. OWREN
A. KIRK MCKENZIE
CATHERINE S. TRAVIS
BRADLEY R. SCHEMINSKE
ALLEN W. LYONS
WM. DAVID SPRAYBERRY
JULIANA B. WELLMAN
DAVID J. GOLD
ELIZABETH NEWCOMB
JACK W. SCHIFFERDECKER, JR.
DANIEL A. NYE

OF COUNSEL
ALLAN HART
R. W. NAHSTOLL
THOMAS D. WILCOX**

*OREGON AND DISTRICT OF COLUMBIA BARS
**DISTRICT OF COLUMBIA BAR ONLY

March 1, 1985

5718

CERTIFIED MAIL

TO: STATE OF OREGON, DEPARTMENT OF TRANSPORTATION and DISTRIBUTION LIST

Re: Notice to Contracting Body and Others of Non-payment and Claims on Payment Bonds and Intent to Lien

Project: Banfield Transitway, Willamette River (Steel Bridge and Ramps) Section of the Pacific Highway West, Multnomah County, Oregon

NOTICE IS HEREBY GIVEN that Herschel H. Holton, dba H. H. Holton Trucking; Harold Ayers, dba Harold Ayers Excavating; Edwin G. Obrist, dba Ed Obrist Trucking; and O.K. Tobey, dba Tobey's Excavation, have claims for labor and equipment rental on the above project. Messrs. Holton, Ayers, Obrist and Tobey supplied the labor and rented the equipment to Tantra Inc. of Illinois, a subcontractor to the Donald M. Drake Company, the general contractor on the Willamette River (Steel Bridge and Ramps) Section of the Light Rail Project on the Pacific Highway West, Multnomah County, Oregon. The claims of Messrs. Holton, Ayers, Obrist and Tobey for labor and equipment rental against the bond from Tantra Inc. of Illinois and Union Indemnity Insurance of New York and the bonds from the Donald H. Drake

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MAR 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Company, United Pacific Insurance Co. and Reliance Insurance Co. total the sum of $32,678.50.

Herschel H Holton

Herschel H. Holton

Harold E. Ayers

Harold Ayers

Edwin G Obrist

Edwin G. Obrist

O.K. Tobey Sr.

O. K. Tobey

David T. Douthwaite

David T. Douthwaite

Of Attorneys for Messrs. Holton,
Ayers, Obrist and Tobey

258/H

CERTIFIED
No. 179879
MAIL

RECEIVED
MAR 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

DISTRIBUTION LIST

Ms. Barbara Roberts
Secretary of State
136 State Capitol
Salem, Oregon 97310

Clerk or Auditor
State of Oregon
Department of Transportation
Highway Division
121 Transportation Building
Salem, Oregon 97310

Oregon-Washington Railroad &
Navigation Company
c/o L. James Bergman
1515 S.W. Fifth Avenue, Suite 400
Portland, Oregon 97201

Union Pacific Railroad Company
c/o L. James Bergman
1515 S.W. Fifth Avenue, Suite 400
Portland, Oregon 97201

Southern Pacific Transportation Company
c/o Oglesby H. Young
800 Pacific Building
520 S.W. Yamhill Street
Portland, Oregon 97204

Mr. Don Kane, Vice President
Donald M. Drake Company
1740 N.W. Flanders
Portland, Oregon 97209

Franklin G. Drake, Registered Agent
Donald M. Drake Company
1740 N.W. Flanders
Portland, Oregon 97209

Armond W. Schellman, Registered Agent
Tantra Inc. of Illinois
1887 N. Jantzen Street
Portland, Oregon 97217

United Pacific Insurance Co.
825 N.E. Multnomah
Portland, Oregon 97232

RECEIVED
MAR 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Reliance Insurance Co.
825 N.E. Multnomah
Portland, Oregon 97232

Union Indemnity Insurance of New York
260 Madison Avenue
New York, New York 10016
ATTN: Joyce

Tri-County Metropolitan Transportation
District of Oregon
Light Rail Project
4012 S.E. 17th Avenue
Portland, Oregon 97202

RECEIVED
MAR 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Dennis Lindsay*
Carl R. Neil
Jerard S. Weigler
Robert C. Shoemaker
Richard Wm. Davis
Jonathan A. Ater
James H. Bean*
Carol A. Hewitt
Robert E. Babcock
W. W. Kirtley
Daniel H. Skerritt
Glen McClendon
Valerie D. Fisher
Robert W. Palmer
Larry G. Hittle
Thomas E. McDermott
James N. Gardner
Steven K. Blackhurst
Mark S. Dodson
Michael E. Haglund
Linda Triplett
Frank V. Langfitt III
Grant E. Tanner
Douglas D. Smith
Ronald L. Saxton
William M. Tomlinson
Steven E. Wynne
William C. Campbell
Thomas A. Balmer*

LINDSAY, HART, NEIL & WEIGLER
LAWYERS
Suite 700
Columbia Square
111 S.W. Columbia
PORTLAND, OREGON 97201-5893
Telephone (503) 226-1191
Telecopier (503) 226-0079

WASHINGTON, D. C. OFFICE
2011 Eye Street, N.W.
Washington, D. C. 20036
(202) 296-3006

Rick Haselton
LaVonne Reimer
David T. Douthwaite*
Michael W. Shackelford
Janice R. Wilson
David H. Lohman
Richard B. Morrow
Kevin L. Mannix
Jack L. Landau
Patricia Griffith Brown
Marilyn R. Podemski
Linda M. Seluzicki
Catherine Riffe
Cory Streisinger
Turid L. Owren
A. Kirk McKenzie
Catherine S. Travis
Bradley R. Scheminske
Allen W. Lyons
Wm. David Sprayberry
Juliana B. Wellman
David J. Gold
Elizabeth Newcomb
Jack W. Schifferdecker, Jr.
Daniel A. Nye

of Counsel
Allan Hart
R. W. Nahstoll
Thomas D. Wilcox**

*Oregon and District of Columbia Bars
**District of Columbia Bar Only

March 1, 1985

CERTIFIED MAIL

TO: DISTRIBUTION LIST

Re: Notice to Contractors and Others of Non-payment and Claims on Payment Bonds and Intent to Lien

Project: Banfield Transitway, Willamette River (Steel Bridge and Ramps) Section of the Pacific Highway West, Multnomah County, Oregon

We represent Herschel H. Holton, dba H. H. Holton Trucking; Harold Ayers, dba Harold Ayers Excavating; Edwin G. Obrist, dba Ed Obrist Trucking; and O.K. Tobey, dba Tobey's Excavation. These individuals have not been paid for labor and equipment they supplied for work on the Light Rail construction on the Willamette River (Steel Bridge and Ramps) Section of the Pacific Highway West in Multnomah County, Oregon. We understand that the Oregon-Washington Railroad Navigation Company and the Southern Pacific Transportation Company are the owners of the bridge, and that they lease the top deck to the State of Oregon, Department of Transportation (ODOT). We also understand that ODOT hired the Donald M. Drake Company as the general contractor for the project.

Messrs. Holton, Ayers, Obrist and Tobey have claims totaling $32,678.50 for labor and equipment rental supplied to the subject project. The following is an itemization of the pertinent invoices by dates and amounts for which Messrs. Holton, Ayers, Obrist and Tobey have not been paid:

RECEIVED
MAR 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Contractor	Invoice Date	Amount
Holton	10/01/84	$ 945.00
	11/01/84	1,192.50
	12/03/84	5,097.00
	01/02/85	3,581.50
	01/18/85	1,677.00
	01/18/85	2,070.00
Holton Subtotal		$14,563.00
Ayers	11/28/84	5,287.50
	12/25/84	2,135.00
Ayers Subtotal		$ 7,422.50
Obrist	12/03/84	3,893.50
	12/31/84	2,205.00
	01/28/85	1,609.50
Obrist Subtotal		$ 7,708.00
Tobey	10/27/84	1,397.50
	11/01/84	1,587.50
Tobey Subtotal		$ 2,985.00
TOTAL		$32,678.50

The unpaid balance represents monies owing Mr. Holton for truck rental, rental of a loader, and labor. For Mr. Ayers, the unpaid balance is for rental of trucks, a loader and a fork lift. Mr. Obrist's and Mr. Tobey's unpaid balances are for truck rental. Tantra Inc. of Illinois, a subcontractor of the Donald M. Drake Company, ordered this labor and equipment rental.

Messrs. Holton, Ayers, Obrist and Tobey hereby demand payment of the sum of $32,678.50 from the Donald M. Drake Company, Tantra Inc. of Illinois, and their respective sureties.

Unless Messrs. Holton, Ayers, Obrist and Tobey receive payment in full by March 11, 1985, they will take appropriate action to collect the amounts owed to them.

Very truly yours,

David T. Douthwaite

David T. Douthwaite
Of Attorneys for Messrs. Holton
Ayers, Obrist and Tobey

DTD:kj/258/G
cc: Herschel H. Holton
Harold Ayers
Edwin G. Obrist
O.K. Tobey

RECEIVED
MAR 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

DISTRIBUTION LIST

Ms. Barbara Roberts
Secretary of State
136 State Capitol
Salem, Oregon 97310

Clerk or Auditor
State of Oregon
Department of Transportation
Highway Division
121 Transportation Building
Salem, Oregon 97310

Oregon-Washington Railroad &
Navigation Company
c/o L. James Bergman
1515 S.W. Fifth Avenue, Suite 400
Portland, Oregon 97201

Union Pacific Railroad Company
c/o L. James Bergman
1515 S.W. Fifth Avenue, Suite 400
Portland, Oregon 97201

Southern Pacific Transportation Company
c/o Oglesby H. Young
800 Pacific Building
520 S.W. Yamhill Street
Portland, Oregon 97204

Mr. Don Kane, Vice President
Donald M. Drake Company
1740 N.W. Flanders
Portland, Oregon 97209

Franklin G. Drake, Registered Agent
Donald M. Drake Company
1740 N.W. Flanders
Portland, Oregon 97209

Armond W. Schellman, Registered Agent
Tantra Inc. of Illinois
1887 N. Jantzen Street
Portland, Oregon 97217

United Pacific Insurance Co.
825 N.E. Multnomah
Portland, Oregon 97232

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MAR 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Reliance Insurance Co.
825 N.E. Multnomah
Portland, Oregon 97232

Union Indemnity Insurance of New York
260 Madison Avenue
New York, New York 10016
ATTN: Joyce

Tri-County Metropolitan Transportation
District of Oregon
Light Rail Project
4012 S.E. 17th Avenue
Portland, Oregon 97202

RECEIVED
MAR 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL1985-0043

FILED
MAR 7 1985
BARBARA ROBERTS
SECRETARY OF STATE

March 5, 1985

Oregon Laborers Employers Trust Funds
2929 N.W. 31st Avenue
Portland, OR 97210

CON 5
#9748

Attention: Fred A. Hughes
Trust Coordinator

Gentlemen or Ladies:

This will acknowledge your Revised Notice of Claim dated February 1, 1985, against the following Highway Division contract. You state that this revises a previous claim dated January 17, 1985.

FILED BY:	Oregon Laborers-Employers Trust Funds
AMOUNT:	$6,693.65
FOR:	Fringe benefits due employees of Tantra, Inc. of Illinois
AGAINST (Prime contractor)	Donald M. Drake Company
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge and Ramps), Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance and Reliance Insurance Company
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward this Revised Claim to the Secretary of State for filing.

[illegible]
3-20-85 jp

RECEIVED
MAR 8 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Please advise this office when the claim has been paid.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

COPY

cc: Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

United Pacific Insurance Company
33405 - 8th Avenue, S. C-3000
Federal Way, WA 98003

Reliance Insurance Company
825 N.E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter. ✓

RECEIVED
MAR 8 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

REVISED
NOTICE OF CLAIM
ON
PUBLIC WORKS BOND

TO: Robert Gormsen
Commission Services
121 Transportation Bldg.
Salem, Oregon 97310

Notice is hereby given that the OREGON LABORERS-EMPLOYERS TRUST FUNDS is revising the previous claim dated January 17, 1985, for fringe benefits due to the employees of Tantra, Inc. of Illinois, working under the jurisdiction of the OREGON, SOUTHERN IDAHO & WYOMING DISTRICT COUNCIL OF LABORERS, to the sum of $6,693.65, per the attached report, against Bond No. (unknown), issued on (unknown), which Donald M. Drake is the principal, STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION is the owner, and United Pacific Insurance Company and Reliance Insurance Co. are the surety, for that project known as Willamette River Steel Bridge & Ramps, OSHD Project #9748.

DATED: February 1, 1985

OREGON LABORERS-EMPLOYERS
TRUST FUNDS

CERTIFIED
P 464 854 979
MAIL

By
Fred A. Hughes
Trust Coordinator
2929 N.W. 31st Avenue
Portland, Oregon 97210

224-0346

RECEIVED
FEB 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Secretary of State

OREGON LABORERS-EMPLOYERS TRUST FUNDS

Employer:

Tantra, Inc. of Illinois
1887 N. Jantzen Street
Portland, Oregon 97217

Employer #7794

Amount due per attached schedule:

	CONTRIBUTIONS	LIQUIDATED DAMAGES	INTEREST	TOTAL
HEALTH & WELFARE	$6507.02	$780.85	$104.79	$7392.66
PENSION	4050.00	486.00	65.24	4601.24
TRAINING	405.02	48.61	6.52	460.15
CIAF	189.02	35.00	0.00	224.02
VACATION	2700.00	324.00	43.48	3067.48
TOTAL	$13851.06	$1674.46	$220.03	15745.55
		LESS AMOUNT PAID		-9051.90
			GRAND TOTAL	$6693.65

RECEIVED
FEB 5 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Schedule 1 of 1

ER# 7794

OREGON LABORERS-EMPLOYERS TRUST FUNDS
SCHEDULE OF HOURS WORKED
AND RELATED AMOUNTS DUE
Tantra, Inc. of Illinois—Willamette River Steel Brid

(BASED UPON CERTIFIED PAYROLL NUMBERS 1 THROUGH 31)

RECEIVED
FEB 1985
SERVICES
COMMISSION
DEPARTMENT OF TRANSPORTATION

	RATE	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	TOTAL
Eaton, Roger 544-80-1016		220.0	155.0	190.5	88.0	72.0	166.5	139.0	1031.0
Trammell, Michael 450-06-2541		186.5			24.5				211.0
Huffman, Robert 538-62-1846		171.0	150.0	177.0	104.0	56.0	150.5	131.0	939.5
Mulberry, Robert 543-64-7956		100.0							100.0
Bouchey, Bob 543-58-1312			146.0	156.0			39.0	61.5	402.5
Grimm, David 538-46-4785					16.0				16.0
TOTAL HOURS:		677.5	451.0	523.5	232.5	128.0	356.0	331.5	2700.0
CONTRIBUTIONS:									
HEALTH & WELFARE	$2.41	$1632.78	$1086.91	$1261.64	$560.33	$308.48	$857.96	$798.92	$6507.02
PENSION	1.50	1016.25	676.50	785.25	348.75	192.00	534.00	497.25	4050.00
TRAINING	0.15	101.63	67.65	78.53	34.88	19.20	53.40	49.73	405.02
CIAF	0.07	47.43	31.57	36.65	16.28	8.96	24.92	23.21	189.02
VACATION	1.00	677.50	451.00	523.50	232.50	128.00	356.00	331.50	2700.00
SUBTOTAL		3475.59	2313.63	2685.57	1192.74	656.64	1826.28	1700.61	13851.06
INTEREST		68.57	68.47	52.98	23.54	6.47	0.00	0.00	220.03
LIQUID. DAMAGES		416.38	278.85	322.87	146.18	82.72	221.17	206.29	1674.46
TOTAL		$3960.54	$2660.95	$3061.42	$1362.46	$745.83	$2047.45	$1906.90	$15745.55

CL1985-0041

1

FILED
MAR 7 1985
BARBARA ROBERTS
SECRETARY OF STATE

March 5, 1985

Lindstedt & Buono, P. C.
Attorneys At Law
1800 S.W. First Avenue
Portland, OR 97201

CON 5
#9748

Attention: David J. Buono

Gentlemen or Ladies:

This will acknowledge your letter dated February 1, 1985, on behalf of K-2 Construction Company, filing a claim against the following Highway Division contract:

FILED BY:	K-2 Construction Company
AMOUNT:	$1,224.34 plus interest of $172.96
FOR:	Supplying equipment
AGAINST (Prime contractor)	Donald M. Drake Company
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge and Ramps), Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance and Reliance Insurance Company
AGENT:	Corroon & Black of Oregon

We will advise the sureties, agent, and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

3-27-85
Kgm

RECEIVED
MAR 8 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Please advise this office when your client's claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

CC: Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

United Pacific Insurance Company
33405 - 8th Avenue, S. C-3000
Federal Way, WA 98003

Reliance Insurance Company
825 N.E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
MAR 8 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

LINDSTEDT & BUONO, P. C.
ATTORNEYS AT LAW

NORMAN L. LINDSTEDT
DAVID J. BUONO

540 HARRISON SQUARE
1800 S. W. FIRST AVENUE
PORTLAND, OREGON 97201
TELEPHONE (503) 222-6681

February 1, 1985

Oregon Department of Transportation ✓
135 Transportation Building
Salem, Oregon 97301

Donald M. Drake Company
1740 N.W. Flanders Street
Portland, Oregon 97209

Re: My Client: K-2 Construction Company
Project: Oregon State Highway Light Rail Project Demolition of Steel Bridge Approaches

Gentlemen:

Notice is hereby given that K-2 Construction Company has a claim for supplying equipment: Lorain, Model 550 truck crane and related equipment for the sum of $1,224.34 plus interest of $172.96, against the Bond obtained by Donald M. Drake Company, as principal, from United Pacific Insurance Co., as surety, for the work of the Oregon State Highway Light Rail Project Demolition of Steel Bridge Approaches in Portland, Oregon. This claim is inclusive of all amounts previously paid and credits issued.

K-2 CONSTRUCTION COMPANY

By: David J. Buono
DAVID J. BUONO, Attorney

DJB/nlb

cc: K-2 Construction Company

CERTIFIED MAIL NO. P 297 205 847
RETURN RECEIPT REQUESTED

RECEIVED
FEB 6 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

rll

U. S. DEPARTMENT OF TRANSPORT ON
FEDERAL HIGHWAY ADMINISTR ION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IX-0000(LRT)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. ----------

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 6/1/84

8. FEDERAL ROUTE NUMBER -------------

9. STATE ROUTE NUMBER -------------

10. GENERAL LOCATION:

Willamette River (Steel Bridge and Ramps)

11. GENERAL DESCRIPTION OF WORK

Relocate railroad electrical conduits located on lift span deck

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☒ CONSTRUCTION PROCEED ON XXXXXXXXXXXXXX FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Contingent upon modification of Project Agreement if additional funds are required, I approve the advance authorization date of 6/1/84 as requested in Mr. Fredrickson's letter of 2/15/85 as being cost effective for the use of UPRR Co. forces to proceed with the above work. State Force Order No. 5 representing work to be performed by UPRR Co. forces is approved for a TEC of $6,000; Federal Funds $5,100.

RECEIVED
STATE HWY ENGR
MAR 5 '85
REFER TO Potter
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Orig to
3/6

14. DATE 3/4/85

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

rll

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

cc: OSHD (Coulter)

(Check appropriate box)

☐ INITIAL INSPECTION ☒ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
FEB 19 '85

REFER TO
Fredrickson
FOR

Info	Invest	R/D	D/R	Sign	Act	File

ck 2/20

REGION NO. 10	REPORT NO. 2	COUNTY Multnomah	DIVISION Oregon	
IN COMPANY WITH John Howard, OSHD				
DATE OF INSPECTION 2/1/85	INSPECTION MADE BY H. A. Schell, Div Bridge Engineer		PROJECT NO. IX-0000(LRT)	
QUALITY OF WORK Satisfactory		PROGRESS OF WORK *See Below	TIME ELAPSED 46 %	WORK COMPLETED 29 %

Original Signed by
H. A. Schell
Division Engineer

WILLAMETTE RIVER (STEEL BRIDGE)

This project was inspected to review the progress and many changes necessary after the old steel bridge deck was removed.

1. Completed Work:
   1st Avenue Ramp - The deck, track, and slab curb have been placed for span 1 - 7.

   WBF Ramps - Demolition is about complete and piles driven.

   Glisan Street Bridge & Ramp - All deck sections (2x12 Cedar Transverse planks & a 5" longitudinal creosoted plank) have been removed and the 7" x 9" transverse ties still remain in place.

   Steel Bridge Left Span - Two sections of the grid deck support beam support stringers are in place and partially bolted.

   Holladay Frame - Footings and wall pours are made for the rigid frame.

   Holladay Ramp - Some beam pours have been made.

2. Work in Progress:
   Some wall form stripping is being accomplished on the Holladay rigid frame. Other activity is shutdown because of the cold weather.

3. General Comments:

Total costs for plan revisions after award amounted to about $183,500. These necessary changes are State and Tri-Met revisions.

On lift span drawing 38878 the cross girder is about 2 inches too high. Grades were set for only 1 inch and further checking showed it to be 2 inches. At the other end of the span in a comparable location the excess was 3 inches. The State is adjusting the grades to compensate for this variation. This is slowing the erection process because bracing cannot be made until other elements are adjusted.

On drawing 38873 the span lock machine might be high and adjustments will be made for proper placement.

The corroded angles for the existing stringers (Dwg 38920) were found to be 7/16 inch rolled sections and these are not manufactured today. The State is considering a change to 3/8 inch high strength A588 or A572 steel angles. Both are acceptable. Preparation of the steel sections is listed under Item 71 as 86,000 pounds at 1.599/pound. With the added work found after deck stripping the additional authorized $100,000 is expected to be sufficient (with the included item) to correct all deficient sections.

The State is considering using (on the grid deck lift span) a Flexolith epoxy overlay manufactured by Dural International of Dear Park, New York. This material is longer lasting, more resiliant, has been used successfully on several major structures in the east. It has a 10 year successful performance history. It can be easily formed like concrete. The additional cost is $32,000 and appears reasonable.

On the Everett Street ramp an overlay is needed along with deck joints and the replacement of the old steel picket fence substandard rail. The cost of this work is estimated at $164,000. The work is beyond the limits of this project but is needed.

Relocation of fire protection lines were not originally estimated and are necessary work. This cost is about $20,000.

Total estimated cost for all proposed changes is estimated to be about $467,000.

The galvanized grid deck sections from Reliance Steel of Philadelphia have arrived on the project and are stored in the east stagging area. Welding and weld clean up is barely acceptable and galvanizing must be carefully inspected. Girders fabricated by Capital Steel of Oklahoma City are on the project in good shape and the section, which has the first finish paint coat needs little if any touch up.

Lift joint fabrication which must be approved by Tri-Met has not been decided to date. Lovstat was low bidder but has no experience with this joint. Pettybone who constructed the original joints is favored by Tri-Met. An expert will be employeed to determine an acceptable supplier.

On beam A4 drawing 38878 there is a conflict with the gusset plate and cantilever section on the outside of the beam. Adjustment of this section is estimated to be $4,000 and is necessary.

*The contractor is lagging in the work accomplished to date. It appears that he is at least 2 months behind schedule. There is only a 5 man erection crew (Cooney McHugh from Seattle) erecting the steel. An extensive amount of drilling and fitting is necessary and progress is slow. The contactor has requested authority to punch 7/8 inch holes 3/16 inch oversize and use 7/8 inch A325 bolts with double washers. This would give flexibility in setting the stiffeners and much of the fabrication could be done in the shop speeding up the operation.

CL 1985-0009

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

January 29, 1985

IN REPLY REFER TO
FILE NO.:
CON 5
#9748

FILED
JAN 30 1985
BARBARA ROBERTS
SECRETARY OF STATE

Oregon Laborers Employers
Trust Funds
2929 N. W. 31st Avenue
Portland, OR 97210

Attention: Fred A. Hughes
Trust Coordinator

Gentlemen or Ladies:

This will acknowledge the Notice of Claim dated January 17, 1985, concerning the following Highway Division contract:

FILED BY:	Oregon Laborers-Employers Trust Funds
AMOUNT:	$4,095.43
FOR:	Fringe benefits due employees of Tantra, Inc.
AGAINST: (Prime contractor)	Donald M. Drake Company
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge & Ramps) Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance Company and Reliance Insurance Company
AGENT:	Corroon & Black of Oregon

2/1 2-85

CL 1985-0001

Oregon Laborers Employers
Trust Fund
Page 2
January 29, 1985

We will advise the sureties and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when the claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N. W. Flanders
Portland, OR 97209

United Pacific Insurance Company
33405-8th Ave. S. C-3000
Federal Way, WA 98003

Reliance Insurance Company
825 N. E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

✓bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
JAN 31 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

NOTICE OF CLAIM
ON
PUBLIC WORKS BOND

TO: Robert Gormsen
Commission Services
121 Transportation Bldg.
Salem, Oregon 97310

Notice is hereby given that the OREGON LABORERS-EMPLOYERS TRUST FUNDS has a claim for fringe benefits due to the employees of Tantra, Inc. of Illinois, working under the jurisdiction of the OREGON, SOUTHERN IDAHO & WYOMING DISTRICT COUNCIL OF LABORERS, in the sum of $4,095.43, per the attached report, against Bond No. (unknown), issued on (unknown), which Donald M. Drake is the principal, STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION is the owner, and (unknown) is the surety, for that project known as Willamette River Steel Bridge & Ramps, OSHD Project #9748.

DATED: January 17, 1985

OREGON LABORERS-EMPLOYERS
TRUST FUNDS

By Fred A. Hughes
Fred A. Hughes
Trust Coordinator
2929 N.W. 31st Ave.
Portland, Oregon 97210

224-0346

cc: Secretary of State

CERTIFIED
P 464 854 960
MAIL

RECEIVED
JAN 22 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

OREGON LABORERS-EMPLOYERS TRUST FUNDS

1. Employer:

Tantra, Inc. of Illinois
1887 N. Jantzen Street
Portland, Oregon 97217

Employer #7794

Amounts due per attached schedule:

	CONTRIBUTIONS	LIQUIDATED DAMAGES	INTEREST	TOTAL
HEALTH & WELFARE	$5417.70	$650.13	$104.79	$6172.62
PENSION	3372.00	404.64	65.24	3841.88
TRAINING	337.22	40.47	6.52	384.21
CIAF	157.38	30.00	0.00	187.38
VACATION	2248.00	269.76	43.48	2561.24
TOTAL	$11532.30	$1395.00	$220.03	13147.33
		LESS AMOUNT PAID		-9051.90
			GRAND TOTAL	$4095.43

RECEIVED
JAN 22 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Schedule 1 of 1

ER# 7794

OREGON LABORERS-EMPLOYERS TRUST FUNDS
SCHEDULE OF HOURS WORKED
AND RELATED AMOUNT DUE
Tantra, Inc. of Illinois—Willamette River Steel Brid

1984

	R/CHG	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	(PARTIAL) NOVEMBER	TOTAL
Eaton, Roger 544-80-1016		220.0	155.0	190.5	88.0	72.0	114.0	839.5
Trammell, Michael 450-06-2541		186.5			24.5			211.0
Huffman, Robert 538-62-1846		171.0	150.0	177.0	104.0	56.0	98.0	756.0
Mulberry, Robert 543-64-7956		100.0						100.0
Bouchey, Bob 543-58-1312			146.0	156.0			23.5	325.5
Grimm, David 538-46-4785					16.0			16.0
TOTAL HOURS:		677.5	451.0	523.5	232.5	128.0	235.5	2248.0
CONTRIBUTIONS:								
HEALTH & WELFARE	$2.41	$1632.78	$1086.91	$1261.64	$560.33	$308.48	$567.56	$5417.70
PENSION	1.50	1016.25	676.50	785.25	348.75	192.00	353.25	3372.00
TRAINING	0.15	101.63	67.65	78.53	34.88	19.20	35.33	337.22
CIAF	0.07	47.43	31.57	36.65	16.28	8.96	16.49	157.38
VACATION	1.00	677.50	451.00	523.50	232.50	128.00	235.50	2248.00
SUBTOTAL		3475.59	2313.63	2685.57	1192.74	656.64	1208.13	11532.30
INTEREST		68.57	68.47	52.98	23.54	6.47	0.00	220.03
LIQUID. DAMAGES		416.38	278.85	322.87	146.18	82.72	148.00	1395.00
TOTAL		$3960.54	$2660.95	$3061.42	$1362.46	$745.83	$1356.13	$13147.33

CL 1985-0010

1

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JAN 30 1985
BARBARA ROBERTS
SECRETARY OF STATE

January 29, 1985

AGC-Operating Engineers
Trust Funds
P. O. Box 4668
Portland, OR 97208

IN REPLY REFER TO FILE NO.:
CON 5
#9748

Attention: Gary Harrison
Trust Administrator

Gentlemen or Ladies:

This will acknowledge the Notice of Claim dated January 18, 1985, from AGC-Operating Engineers concerning the following Highway Division contract:

FILED BY:	AGC-Operating Engineers Local 701 Trust Funds
AMOUNT:	$2,453.86, together with liquidated damages of $783.92 and interest (letter indicated $3,607.98)
FOR:	Fringe benefits due employees of Tantra, Inc. of Illinois
AGAINST (Prime contractor)	Donald M. Drake Company
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge & Ramps) Pacific Highway West Multnomah County
SURETIES:	United Pacific Insurance Company and Reliance Insurance Company
AGENT:	Corroon and Black of Oregon

rlp 1-31-85

CL 1985-0010

We will advise the sureties and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when the claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 N. W. Flanders
Portland, OR. 97209

United Pacific Insurance Company
33405-8th Ave. S. C-3000
Federal Way, WA 98003

Reliance Insurance Company
825 N. E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97207

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
JAN 31 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

AGC-OPERATING ENGINEERS TRUST FUNDS
ADMINISTERED BY: ASSOCIATED ADMINISTRATORS, INC.
GARY HARRISON, ADMINISTRATOR

CERTIFIED MAIL RRR#P 714 217 380

January 18, 1985

United Pacific Reliance Insurance Co.
825 NE Multnomah Ste 300
Portland,OR 97232

Re: Project: OSHD # 9748
Willamette River/Steel Bridge
Prime: Donald M. Drake Company
Sub: Tantra Inc. of Illinois
Surety: United Pacific Reliance Insurance Co.

Gentlemen:

Enclosed is a revised Notice of Claim on Public Works Bond regarding the above project. Copies of this Notice of Claim have been mailed to Tantra, Inc., Donald M. Drake Company, Secretary of State, and Oregon Department of Transportation.

Attached is a breakdown of hours unreported through the week ending November 16, 1984. There is currently $3,607.98 due. This amount is subject to revision upon review of additional certified payrolls for periods after November 16, 1984.

We would appreciate hearing from you.

Very truly yours,

OPERATING ENGINEERS TRUST FUNDS

Barbara J. Winchester
Delinquency Coordinator

RECEIVED
JAN 23 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

BJW:dll
Enclosure
cc: Delinquency Committee
Department of Transportation #714 217 384 ✓
Secretary of State #714 217 383
Tantra Inc of Illinois #714 217 382
Donald M. Drake Company #714 217 381

I.U.O.E. Local 701

AGC - INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701
HEALTH & WELFARE FUND, PENSION TRUST FUND AND VACATION FUND

Employer Trustees
W. RAY ROGERS, *Chairman*
LLOYD BABLER, JR.
ARTHUR WEEKS
RICHARD T. ROBERTSON

Union Trustees
DEAN WEAR, *Secretary*
CHARLES MARLIN
CHARLES WALLING
FRANCIS WICKLANDER

AGC Oregon-Columbia Chapter

RETURN RECEIPT REQUESTED
P 714 217 384

NOTICE OF CLAIM
ON
PUBLIC WORKS BOND

TO: Department of Transportation
121 Transportation Bldg
Salem,OR 97310

Notice is hereby given that AGC - OPERATING ENGINEERS TRUST LOCAL 701 TRUST FUNDS has a claim for fringe benefits due to the employees of TANTRA, INC. OF ILLINOIS working under the jurisdiction of the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 701 in the amount of TWO THOUSAND FOUR HUNDRED FIFTY THREE AND 86/100ths DOLLARS. ($2,453.86) contributions, together with liquidated damages of SEVEN HUNDRED EIGHTY THREE AND 92/100ths DOLLARS ($783.92) and interest at the rate of twelve percent (12%) per annum from date of delinquency until paid, against the bond issued on or about ____________________, bond no.____________on which DONALD M. DRAKE COMPANY, is the principal, STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, HIGHWAY DIVISION, is the owner, and UNITED PACIFIC RELIANCE INSURANCE CO., is the surety, for that project known as OSHD #9748 - WILLAMETTE RIVER/STEEL BRIDGE MULTNOMAH COUNTY, OREGON

DATED:January 18, 1985

AGC - OPERATING ENGINEERS
LOCAL 701 TRUST FUNDS

Gary Harrison

Gary Harrison, Trust Administrator
P.O. Box 4668
Portland,OR 97208

RECEIVED
JAN 23 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

**Subject to revision

PROJECT: OSHD #9748 - Willamette River/Steel Bridge
SCHEDULE OF UNREPORTED HOURS AND DELINQUENT
AMOUNT PER CERTIFIED PAYROLLS:
(through November 16, 1984 ONLY) FOR:

TANTRA, INC. OF ILLINOIS # 89651

RECEIVED
JAN 23 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

	1984				1984	
	June	July	August	September	October	Total
Leikas, M.J. 537 16-9890	201.0	151.5	114.0	8.0		474.5
Lovelady, L.E. 552-06-8508	136.0	54.0				190.0
Stanley, C.R. 432-50-0713	177.0	107.0				284.0
Bird Jr., W.E. 540-58-4740	32.0	154.0	16.0			202.0
Foster, J.R. 540-38-7554		39.5	183.5	96.0	21.0	340.0
Rowe, L. 541-42-0377			155.0			155.0
	546.0	506.0	468.5	104.0	21.0	1,645.5
H & W @$2.03	$1,108.38	$1,027.18	$ 951.06	$211.12	$ 42.63	$3,340.37
Pension @$1.47	802.62	743.82	688.70	152.88	30.87	2,418.89
Training @ .10	54.60	50.60	48.65	10.40	2.10	166.35
CIAF @ .07	38.22	35.42	32.80	7.28	1.47	115.19
Vacation @$1.00	546.00	506.00	486.50	104.00	21.00	1,663.50
	$2,549.82	$2,363.02	$2,207.71	$485.68	$ 98.07	$7,704.30
LD's	$ 256.16	$ 237.76	$ 222.50	$ 52.84	$ 14.66	$ 783.92
**Interest	$ 150.72	$ 116.20	$ 87.00	$ 14.34	$ 1.94	$ 370.20
	$2,956.70	$2,716.98	$2,517.21	$552.86	$114.67	$8,858.42
					Less Payments (2)	-$5,250.44
						$3,607.98

**Interest computed at 12% per annum from date of delinquency to January 20, 1985.

1984 Wil. R (Steel Bridge & Ramps) 9748
Sec, Pacific Hwy. in Portland
(gr, pav, str, trw, sign, ill, sig) #1

Eoff

SERVING CONTRACTORS.
OEM'S, UTILITIES AND
INDUSTRIAL CUSTOMERS
SINCE 1919.

Portland
509 N.W. 10th Avenue
P.O. Box 2828—97208
(503) 222-9411

Salem
P.O. Box 709—97308
(503) 363-9251

Eugene
556 Charnelton
P.O. Box 10828—97440
(503) 342-1277

Vancouver
808 Harney Street
P.O. Box 407—98666
(206) 694-7504
(503) 226-6200 (Portland)

Bend
1304 S.W. Hill
P.O. Box 43—97701
(503) 388-1544

Novmeber 29, 1984

Oregon Department of Transportation
Transportation Building
Salem, OR 97310

9948

Gentlemen:

Please be advised that our firm will be delivering materials to the project known as Steel Bridge, Portland, Multmonah County, Oregon 97209 on order of our customer Heil Electric. This is not a claim of lien or a claim against any bond associated with the project, but rather merely a notice that we are involved with the project and would claim a lien and/or against any bond concerning the project in the event we were not paid for the materials we furnished.

Please be assured that this notice is not intended to reflect adversely upon yourself, our customer, or any other person or business associated with the project. This is simply something which our corporate attorney requested we do on all projects and, I think you will agree, something which is merely a good business practice.

In closing, let me convey to you our firm's thanks for your patronage and our hope that you will be pleased with the materials that we will be supplying. If you have any questions regarding this notice, please feel free to contact me at 399-9776.

Thank you again.

Sincerely,

EOFF ELECTRIC COMPANY, INC.

Raymond M. Ramsay

Raymond M. Ramsay

RMR:sk

cc: Heil Electric
Donald M. Drake Co.

CERTIFIED MAIL NO. P 714116396

RECEIVED
DEC 6 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

[illegible]

RECEIVED
DEC 6 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

OWNER'S NOTICE OF INTENT TO LIEN
WARNING: READ THIS NOTICE. PROTECT YOURSELF FROM PAYING ANY CONTRACTOR OR SUPPLIER TWICE FOR THE SAME SERVICE.

TO: Oregon Department of Transportation
Transportation Building
Salem, OR 97310

Date of mailing: Novmeber 29, 1984

This is to inform you that Eoff Electric Company, Inc. has begun to provide miscellaneous electrical supplies ordered by Heil Electric, for improvements to property you own. The property is located at Steel Bridge, Portland, Multmonah County, Oregon 97209.

A lien may be claimed for all materials, labor and services furnished after a date that is eight (8) days before this notice was mailed to you, excluding Saturdays, Sundays and certain holidays.

Even if you or your mortgage lender have made full payment to the contractor who ordered these materials or services, your property may still be subject to a lien unless the supplier providing this notice is paid.

THIS IS NOT A LIEN. It is a notice sent to you for your protection in compliance with the construction lien laws of the State of Oregon.

This notice has been sent to you by:

NAME: RAMSAY, STEIN, FEIBLEMAN & MYERS,
Attorneys for Eoff Electric Company, Inc.
ADDRESS: 544 Ferry Street S.E.
Salem, OR 97301
TELEPHONE: (503) 399-9776

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, FEEL FREE TO CALL US.

* * * * *

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Oregon's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors, material suppliers or laborers or neglects to make other legally required payments, the people who are owed money can look to your property for payment, even if you have paid your contractor in full.

The law states that all people hired by a contractor to provide you with materials, labor or services must give you a notice of intent to lien to let you know what they have provided.

WAYS TO PROTECT YOURSELF ARE:

RECOGNIZE that this notice of delivery of materials, labor or services may result in a lien against your property unless all those supplying a notice of intent to lien have been paid.

LEARN more about the lien laws and the meaning of this notice by contacting the Builders Board, an attorney or the firm sending this notice.

WHEN PAYING your contractor for materials, labor or services, you may make checks payable jointly to the contractor and the firm furnishing materials, labor or services for which you have received a notice of intent to lien.

GET EVIDENCE that all firms from whom you have received a notice of intent to lien have been paid or have waived the right to claim a lien against your property.

CONSULT an attorney, a professional escrow company or your mortgage lender.

RECEIVED
[illegible] 199[illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 84-248 97[illegible]

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 26, 1984

Gene Bear, Inc.
PO Box 84
Clackamas, OR 97015

NOV 2[illegible] 1984

IN REPLY REFER TO FILE NO.:

CON 5
#9748

Gentlemen or Ladies:

This will acknowledge your letter of November 7, 1984, with attached invoices, concerning the following Highway Division contract. We will consider your letter as the filing of a claim.

FILED BY:	Gene Bear, Inc.
AMOUNT:	$11,400.17
AGAINST (Prime contractor)	Donald M. Drake Company
SUBCONTRACTOR:	Tantra, Inc.
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge and Ramps), Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance Co. and Reliance Insurance Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Under Oregon law, claimants can file claims against the prime contractor. It is the State's policy not to make payments direct to claimants. You may wish to contact the sureties direct. Their addresses are listed below.

Please advise this office when your claim has been paid. If you have any questions, please call me. My number is 378-6526.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

cc: Donald M. Drake Company
1740 NW Flanders
Portland, OR 97209

Reliance Insurance Co.
825 NE Multnomah
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 8th Ave. So. C-3000
Federal Way, WA 98003

Corroon & Black of Oregon
PO Box 8699
Portland, OR 97207

bc: ✓Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

NOTED ON CARD
11-29-84 kjm

RECEIVED
NOV 28 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Gene Bear, Inc.
PO Box 84
Clackamas OR 97015

November 7, 1984

Mr. Robert Gormsen
Highway Division
Transportation Building
Salem OR 97310

Re: Tantra, Inc.
Federal ID # IX-000(LRT)
State ID # 9748

Dear Mr. Gormsen:

Pursuant to your instructions, please find enclosed a copy of the billing which was first sent to Tantra, Inc., and then forwarded to Donald M. Drake for payment.

On August 31, 1984, a check was received from the Donald M. Drake Company for $8,745, leaving a balance due Gene Bear, Inc., in the sum of $11,400.17.

It is my understanding that this statement will now become part of the records and at the time the Steele Bridge project is completed, this will be considered for payment.

If there are any additional forms that should be completed or any formal documents which should be filed, I would appreciate it if you would advise me of that fact.

Thank you for your courtesies extended in this matter.

Very truly yours,

Pat Moe

Pat Moe, Secretary to
Gene Bear, Inc.

Enc.

RECEIVED
NOV 8 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SMITH & BEAR, INC.
PO Box 84
Clackamas OR 97015

September 11, 1984

To: Tantra, Inc.
1887 North Jantzen Street
Portland OR 97217

FOR PERIOD: 8/4/84-8/28/84

Balance Due	$ 20,582.50

Please make payment by CASHIER'S CHECK or CERTIFIED CHECK to the above address within five days.

RECEIVED
NOV 8 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

SMITH & BEAR, INC
PO Box 84
Clackamas OR 97015

FOR PERIOD: 6/15/84 - 8/17/84

Date	Invoice	Hours	Truck #	Billing
7/24/84	9851	9	11	
	9738	2	12	
7/25/84	9853	6	11	
	9739	7	12	
7/27/84	9741	9	12	
7/30/84	9879	9.5	14	
	9857	1.5	11	
8/ 1/84	9880	8.5	4	
8/ 4/84	1644	9	Comstock	
	5422	5.5	Mid-Oregon	
	3112	9.5	" "	
	4079	8.5	" "	
8/ 7/84	9504	1.5	5	
	4081	2.5	Mid-Oregon	
	3114	4	" "	
8/ 8/84	9505	8	5	
	9870	4	11	
8/17/84	9516	6.5	5	
8/21/84	9520	9	5	
	9658	1.5	11	
8/22/84	9521	9	5	
8/27/84	9170	1.5	12	
	9663	6	11	
8/28/84	9171	3	12	
355 hours at $55				$19,525.00
7/ 2/84	10541	1.5	6	
1.5 hours at $40				60.00
				$20,115.00
1.5 Interest 1-1/2%				30.17
				$20,145.17
8/31/84 - Paid on Account				8,745.00
Balance Due				$11,400.17

RECEIVED
NOV 8 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 84-172 ✓

bc: Secretary of State -
Please acknowledge
receipt of the attached
claim on the enclosed
copy of this letter.

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

NORMA PAULUS

September 19, 1984

AGC-Operating Engineers Trust Funds
PO Box 4668
Portland, OR 97208

CON 5
#9748

Attention: Barbara J. Winchester
Delinquency Coordinator

Gentlemen or Ladies:

This will acknowledge your Notice of Claim addressed to Donald M. Drake Company dated September 5, 1984, concerning the following Highway Division contract:

FILED BY:	AGC-Operating Engineers Local 701 Trust Funds
AMOUNT:	$5,380.58
FOR:	Fringe Benefits
AGAINST (Prime contractor)	Donald M. Drake Company
SUBCONTRACTOR:	Tantra Inc. of Illinois
CONTRACT NO.:	9748
PROJECT:	Willamette River (Steel Bridge and Ramps), Pacific Highway West, Multnomah County
SURETIES:	United Pacific Insurance Co. and Reliance Insurance Co.
AGENT:	Corroon & Black of Oregon

We will advise the sureties and the prime contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your claim has been paid.

Sincerely,
ORIGINAL SIGNED
ROBERT W. GORMSEN
Robert W. Gormsen
COMMISSION SERVICES

9-26-84 kjm

RECEIVED
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc: Donald M. Drake Company
United Pacific Insurance Co.
Reliance Insurance Co.

AGC-OPERATING ENGINEERS TRUST FUNDS
ADMINISTERED BY: ASSOCIATED ADMINISTRATORS, INC.
GARY HARRISON, ADMINISTRATOR

CERTIFIED MAIL RRR#P 714 202 316

September 5, 1984

Donald M. Drake Co.
1740 N.W. Flanders
Portland, OR 97209

Re: Project OSHD #9748 - Willamette River/ Steel Bridge
Prime: Donald M. Drake Co.
Sub: Tantra, Inc of Illinois
Surety: United Pacific Reliance

Gentlemen:

Be advised that Tantra Inc. of Illinois is delinquent for payment of fringe benefits to the AGC - Operating Engineers Local 701 Trust Funds for hours worked on the above project.

A review of certified payrolls shows a delinquency of $ 5,380.58 through the week ending July 27, 1984. Attached is a breakdown.

We are hereby making claim against retainage and the bond for $5,380.58. This claim is subject to revision for additional hours worked after July 27, 1984.

We would appreciate hearing from you regarding this matter.

Very truly yours,

OPERATING ENGINEERS TRUST FUNDS

RECEIVED
SEP 6 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Barbara J. Winchester
Delinquency Coordinator

BJW:dll

Enclosure
cc: Secretary of State #714 202 317
Department of Transportation #714 202 318 ✓
Tantra, Inc of Illinois #714 202 319
United Pacific Reliance #714 202 320

I.U.O.E. Local 701

AGC - INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701
HEALTH & WELFARE FUND, PENSION TRUST FUND AND VACATION FUND

Employer Trustees
W. RAY ROGERS, *Chairman*
LLOYD BABLER, JR.
ARTHUR WEEKS
RICHARD T. ROBERTSON

Union Trustees
DEAN WEAR, *Secretary*
CHARLES MARLIN
CHARLES WALLING
FRANCIS WICKLANDER

AGC Oregon-Columbia Chapter

2929 N.W. 31st AVE. • SUITE B210 • PORTLAND, OR 97210 • (503) 223-3185 • MAIL ADDRESS: P.O. BOX 4668, PORTLAND, OR 97208

AGC - OPERATING ENGINEERS TRUST FUNDS SCHEDULE OF UNREPORTED HOURS AND DELINQUENT AMOUNTS DUE PER CERTIFIED PAYROLLS FOR:

Tantra, Inc of Illinois #89651
Project: OSHD #9748 - Willamette River-
Steel Bridge

	June	July	Total
Leikas, Melvin 537-16-9890	201.0	151.5	352.5
Lovelady, Larry 552-06-8508	136.0	46.0	182.0
Stanley, Clyde 432-50-0713	177.0	105.0	282.0
Bird, Jr. Wesley 540-58-4740	32.0	154.0	186.0
Foster, James R. 540-38-7554		39.5	39.5
	546.0	496.0	1,042.0
H & W @$2.03	$1,108.38	$1,006.88	$2,115.26
Pension @ 1.47	802.62	729.12	1,531.74
Training @ .10	54.60	49.60	104.20
CIAF @ ,07	38.22	34.72	72.94
Vacation @ 1.00	546.00	496.00	1,042.00
	$2,549.82	$2,316.32	$4,866.14
Liquidated Damages	256.16	233.16	489.32
** Interest	25.12	0.00	25.12
	$2,831.10	$2,549.48	$5,380.58

** Interest was computed at the rate of 12% per annum from date of delinquency to August 20, 1984.

RECEIVED
SEP 6 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

rll

US Department of Transportation
Federal Highway Administration

INSPECTION REPORT

cc: OSHD (Coulter)

(Check appropriate box)

☒ INITIAL INSPECTION ☐ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	1	Multnomah	Oregon

IN COMPANY WITH: John Howard, ODOT

Original Signed by
H. A. Schell
Division Bridge Engr.

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
8/16/84	H. A. Schell, Div Bridge Engineer	IX-0000(LRT)

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
Satisfactory	*See Below	(a)70 %	8 %

WILLAMETTE RIVER (STEEL BRIDGE & RAMPS) SECTION
Pacific Highway West

The scope of this work is to remove portions of the existing steel bridge over the Willamette River and the approach ramps and revise these structures to support the Light Rail Transit and vehicular traffic. The contract was awarded to Donald M. Drake Company of Portland 2/29/84 for $7,793,569.31. The contract is to be completed by 3/31/86. (a)Work on 1st Avenue steel bridge LRT ramp structure is to be completed by 9/30/84.

Completed Work

FEB Ramp - removed except for the retaining wall.
Glisan Street - AC removed and some wood deck removed at the junction of 1st Avenue.
Steel Bridge - AC has been removed.
Holladay Ramp - rail section removed.
East approach & Oregon approach - AC removed.
All hand rail is removed except for the main steel bridge section.
1st Avenue Ramp(a) - piling have been driven and the test pile program is complete.
Bent 1 - complete.
Bent 2 - complete except for top section of wall.
Bent 3 - complete except for top section of wall.
Bent 4 - complete except for stripping.
Bent 5 - column is poured.
Bent 6-8 - piles driven and footings partially poured and formed.

RECEIVED
STATE HWY ENGR
SEP 7 '84
REFER TO
Fredrickson
FOR
Info Inves R/D D/R Sign Act File

cy
9/12

NOTED
W. E. SCHWARTZ

Form FHWA-1446A
(Rev. 2-84)

(Supersedes FHWA-1446 dtd 12-73 & FHWA-1446A dtd 12-73 which are not to be used)

Work in Progress

1st Avenue
Bent 2 - 3 men are stripping the column.
Bent 4 - 3 men are forming the column.
Glisan Street Ramp - 5 men and a truck crane are removing AC and timbers.
Main Street Bridge - Some AC debris is being removed.

*Comments

The entire bridge section is now closed and the contractor has the eastside section available for work. There is an unresolved problem between the railroad and contractor. The contractor would like to use a Steel mesh over the railroad area but the railroad wants the entire area covered to protect the rails from smaller debris. The resolution of this problem is pending.

The project is progressing slowly only a few men are working on the 1st Avenue ramp.

FILE: MAT
SC 9748

STATE OF OREGON

INTEROFFICE MEMO

TO: W. E. Schwartz
Assistant Highway Engineer

DATE: June 8, 1984

FROM: D. E. Beecroft D. E. Beecroft
Structural Materials Engineer

SUBJECT: Willamette River
(Steel Bridge Ramps)
Contract 9748

Donald M. Drake Company, prime contractor, has subcontracted with an Oklahoma firm for the structural steel fabrication for the subject project. Our past experiences with out-of-state inspections done for us by private firms or other states have not been very satisfactory. Therefore, we are asking for your approval to send one of our own people to cover this fabrication in Oklahoma City.

Larry Miller, from the Portland Materials Group, has agreed to do this and Walt Hart thinks it is a good idea. There is a provision in the contract to assess the contractor for out-of-state inspection costs so Larry's expenses will be job charged. Fabrication is expected to start the latter part of July and last about 3 months.

gs

cc: J. Sullivan
W. Hart
D. Wackerbarth
L. Miller

Approved
William E. Schwartz

Orig to Beecroft
Cy Larry
Files
6/11

RECEIVED
STATE HWY ENGR
JUN 11 '84
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

9148

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center, Suite 100
530 Center Street NE
Salem, OR 97301

June 4, 1984
IN REPLY REFER TO
HBR-OR

RECEIVED
STATE HWY ENGR
JUN 4 '84
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Mr. H. S. Coulter
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Coulter:

Oregon Project IX-0000 (LRT)
Willamette River (Steel Bridge Ramps)
Test Pile Program

On May 21 our bridge engineer reviewed at the bridge site with Mr. Howard the test pile program that you and the contractor completed this past week. Two 12 inch square concrete test piles were driven at bent 7 of Bridge #2733L as per specifications. A jacking frame was constructed and the two piles load tested.

One 12 inch square concrete test pile with a length of 73 feet (about 72 feet embedded) was tested successfully to about 157 tons. The second pile which was specified as a 55 foot long 12 inch square concrete pile ended up as a 40 foot long 12 inch square concrete pile section spliced to a 15 foot 12 inch steel can driven with a spud inside the can. After driving to the 55 foot depth the can and the surrounding void around the pile were filled with concrete and allowed to cure prior to test loading.

This 55 foot pile drove about the same as the 70 foot pile (up to 3 blows per foot for the last 2 feet) but when test loaded only supported 64 tons.

The 55 foot test pile does not meet the requirements of the specifications and we cannot see why federal funds should participate in its cost. Please furnish us with sufficient background information that might support this short combination test pile as a successful test pile.

Sincerely yours,

For Dale E. Wilken
Division Administrator

cc:
OSHD (C O Fredrickson)
OSHD (G Potter)

STATE OF OREGON

INTEROFFICE MEMO

TO: File

DATE: June 1, 1984

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Meeting - May 30, 1984
Steel Bridge
Bridge 6683B

NOTED
E. S. HUNTER

A meeting was held in the Union Pacific Railroad 1515 Building Conference Room. The topics on the Agenda were:

1) The Operations Plan. The Operations Plan was gone over in detail. Generally the plan was acceptable with some minor modifications after considerable discussion. The modifications were as follows:

   (a) Span Locks. The final decision on this matter was that the gate tender would operate the span locks in a manual mode if notified by the bridge tender to do so. It is not feasible for the bridge tender to leave his station at the controls in order to do any work such as this.

   (b) Gate Shack Location. The question was raised whether the location for the gate tenders position should be on the east side because of better visibility, or on the west side as it is presently planned. Further research by the Highway Division after the meeting, indicates that the west end location is the proper one because of the grades on the west side the visibility is better.

   (c) Emergency Shut Off of Power. It was requested that the de-energization of the catenary be clarified. A note is being placed on the drawing by Mr. Terry Shike indicating the procedure for the de-energization of the catenary. On routine maintenance the catenary de-energization will be requested by the bridge tender of the gate tender with a minimum of 24 hours notice if possible, and he will then notify Tri-Met maintenance personnel who will come and manually turn the power off at the east and west

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TECHNICAL SERVICES
JUN 4 '84
REFER TO
FOH

switch boxes. If a true emergency exists the bridge tender will have an emergency switch that he can operate which grounds the catenary to the steel rail which throws the breakers. This must be done only in a true emergency situation as the breakers will burn out quite quickly.

2) Electrification. The electrification plans were not available or were the control diagrams to begin discussions on the next phase of the construction program.

(a) Schedule for Availability of Plans:

Signal Plans - June 21
Electrification Plans - June 30
Control Drawings - August 15
Beginning of Construction -
DC Electrification - March 1985
Signal Work - October 1985
Electrical Work - October 1985
Mechanical Work - October 1985

In regard to the above subject schedule, timing was discussed for a subsequent meeting. If the above schedule is adhered to, I will attempt to determine in the first part of September whether a meeting during September is feasible. My present estimate will be October. We will be extremely fortunate if the Union Pacific Railroad can assist us in having these drawings checked out within that time frame. We hope that the excellent cooperation that we have received to date may in some way assist us in meeting the strict time schedule.

3) Operating Costs. It does not appear from the perception of the Union Pacific Railroad with the data presented, that there should be additional operating costs. This must be clarified in a subsequent lease agreement which should be executed during the final months of the construction contract. All parties will be aware of the entire set of facts at that time.

An additional item that popped up during our conversation was that it is important that there is an additional supplement to the first agreement. This is allow the Highway Division to complete the circuitry on the gates between the east and west sides of the movable span in order to control the gates and the lights for the operation of the traffic control facilities. We must obtain information relative to these as rapidly as possible in order that the Union Pacific Railroad may have adequate time to review them before installation.

The revised operational procedure and the emergency operating narrative will be sent as soon as they are complete, to the Union Pacific Railroad.

JBB:jh

cc: E. S. Hunter ✓
Walt Hart
Ed Hardt
Dean Phillips
Tuck Wilson
Jeff Asay
John Horney

STATE OF OREGON

INTEROFFICE MEMO

TO: FRED MILLER
Transportation Director

DATE: June 1, 1984

FROM: EDWARD L. HARDT
Metro Region Engineer

cc Tony

SUBJECT: Detour Signing
Steel Bridge Closure

On Friday morning, June 1, Al Harwood, Vicki Rocker and I met with Commissioner Sam Naito at his office to discuss handling of detour traffic for the closure of the Steel Bridge. Mr. Naito had expressed some concern earlier about whether traffic would be able to find its way back into Northwest Portland after being detoured from the Steel Bridge.

After going over our plan for signing for the detours, which is essentially to use the Broadway Bridge for inbound traffic and the Morrison and Burnside Bridges for outbound traffic, Mr. Naito suggested that a better route for traffic inbound on the Banfield would be to use the Burnside Bridge instead of the Broadway. This gives a shorter route for Banfield traffic to get across the river. After some discussion, we agreed that we would add this signing for the Burnside Bridge. I believe this is a reasonable thing to do since it does offer a simplier route for westbound traffic on the Banfield to get across to the Northwest part of Portland. We also told him that we plan to add signing on the Broadway Bridge itself telling detoured motorists how to get to Broadway and then how to get to Front Avenue.

I asked Mr. Naito to let us know if he heard or knew of any problems with the detouring of the Steel Bridge traffic, and he said he would be happy to do so.

RECEIVED
DOT DIRECTOR
JUN 4 '84
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

sly
cc: Scott Coulter
John Howard

81-125-1387

9717

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
E. S. HUNTER

May 10, 1984

In Reply Refer to
File No.:

John Horney
System Bridge & Building
 Supervisor
Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

RE: Second Phase Agreement
Steel Bridge
BR 6683B

Dear Mr. Horney:

The meeting scheduled for May 30 at 9:00 a.m., has been confirmed with the interested individuals. This meeting is to be held in the Union Pacific Office Conference Room 1515 Building. The topics to be discussed are as follows:

1) Operations Plan. The State Highway Division has prepared a sketch following a general narrative prepared by Tri-Met. This sketch map will form a basis for our negotiations. I am including a copy of this sketch and narrative for your study prior to the meeting.

2) Electrification. By the time of the meeting the Tri-Met staff shall have prepared an electrification and control diagram so that we can begin to discuss the various facets of installation on the Steel Bridge.

3) Operating costs. We should begin to discuss your perception of the operating costs of the newly refurbished bridge and the inclusion of light rail as it affects Union Pacific operations.

Your assistance is sincerely appreciated, and, hopefully, we can begin to see the light at the end of the tunnel in our mutual responsibilities. I am looking forward to seeing you on the 30th.

Cordially yours,

Bruce

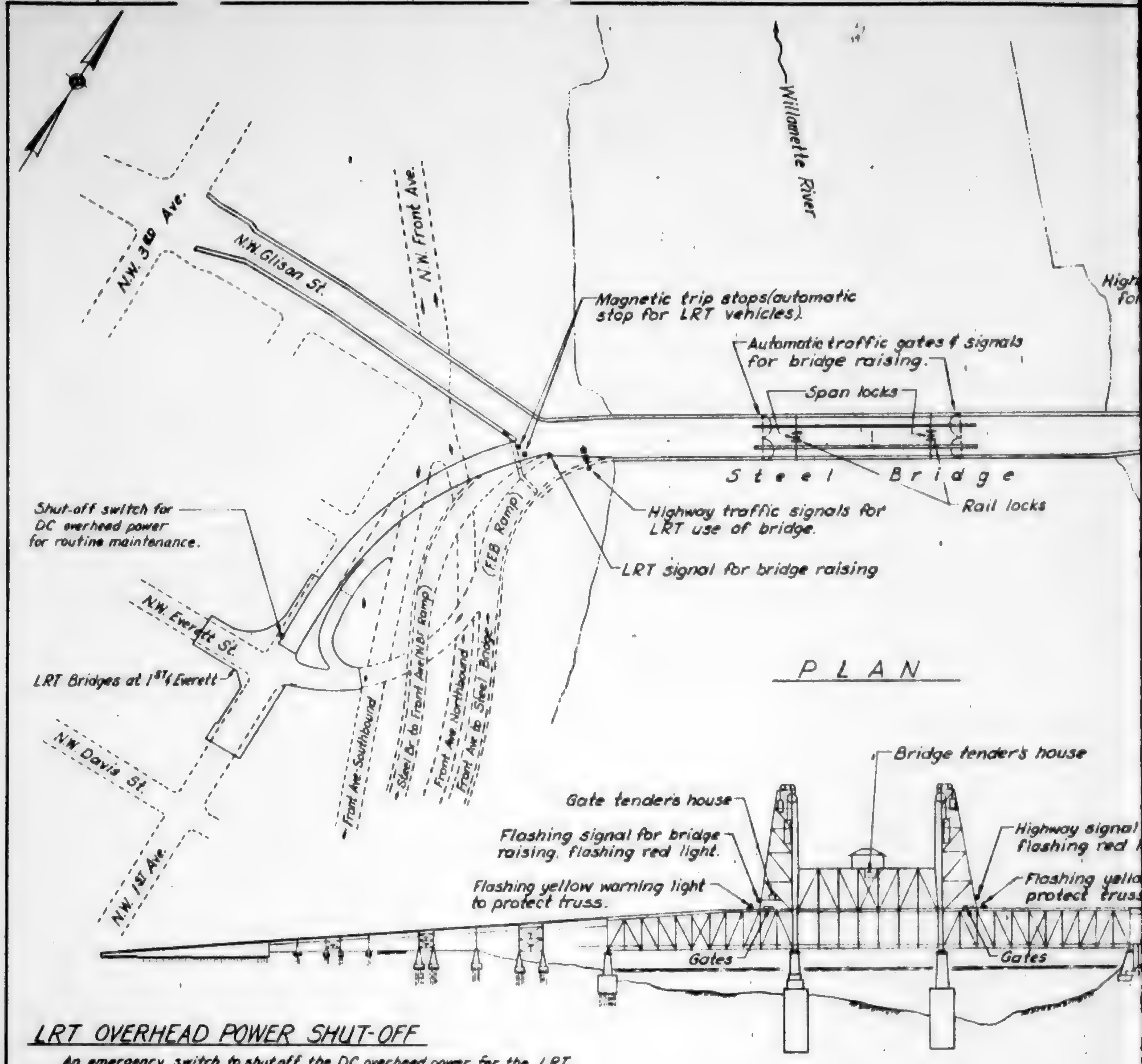
J. B. Boyd, PE, PLS
Right of Way Manager

RECEIVED
TECHNICAL SERVICES
MAY 10 '84
REFER TO
FOR
Info | Invest | R/D | D/R | Sign | Act | File

JBB:jr
enclosures

cc: E. S. Hunter
Walt Hart
Dean Phillips
Tuck Wilson
Jeff Asay

Form 734-3122


Willamette River
N.W. 3RD Ave.
N.W. Glisan St.
N.W. Front Ave.
Magnetic trip stops(automatic stop for LRT vehicles).
Automatic traffic gates & signals for bridge raising.
Span locks
Steel Bridge
Rail locks
Highway traffic signals for LRT use of bridge.
LRT signal for bridge raising
Shut-off switch for DC overhead power for routine maintenance.
N.W. Everett St.
LRT Bridges at 1ST & Everett
N.W. Davis St.
N.W. 1ST Ave.
Front Ave. Southbound
Steel Br. to Front Ave.(N.B.) Ramp
Front Ave. Northbound
Front Ave. to Steel Bridge
(F.E.B. Ramp)
Bridge tender's house
Gate tender's house
Flashing signal for bridge raising, flashing red light.
Flashing yellow warning light to protect truss.
Highway signal flashing red
Flashing yello protect truss
Gates
Gates

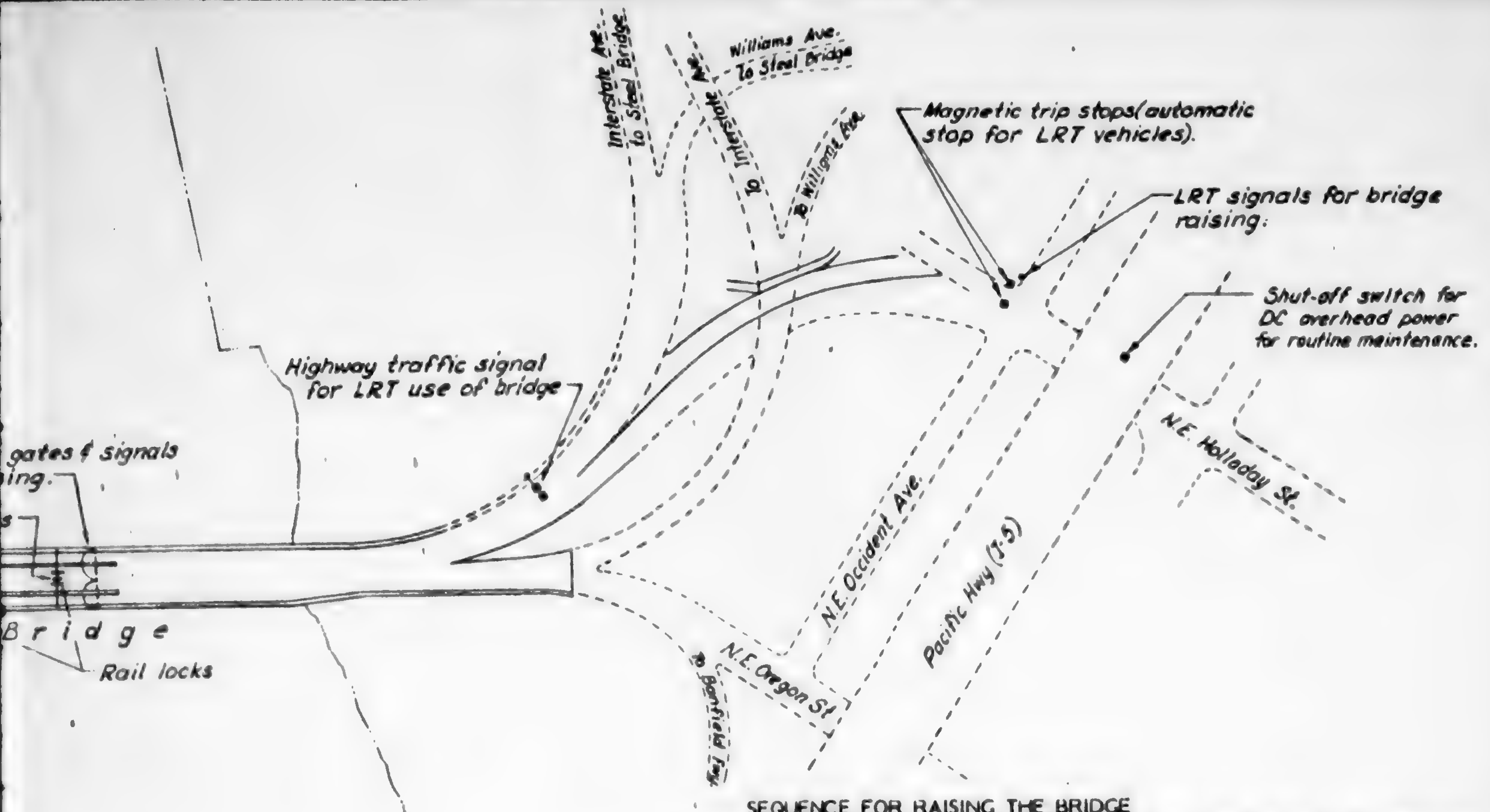
PLAN

DEVELOPED ELEVATION

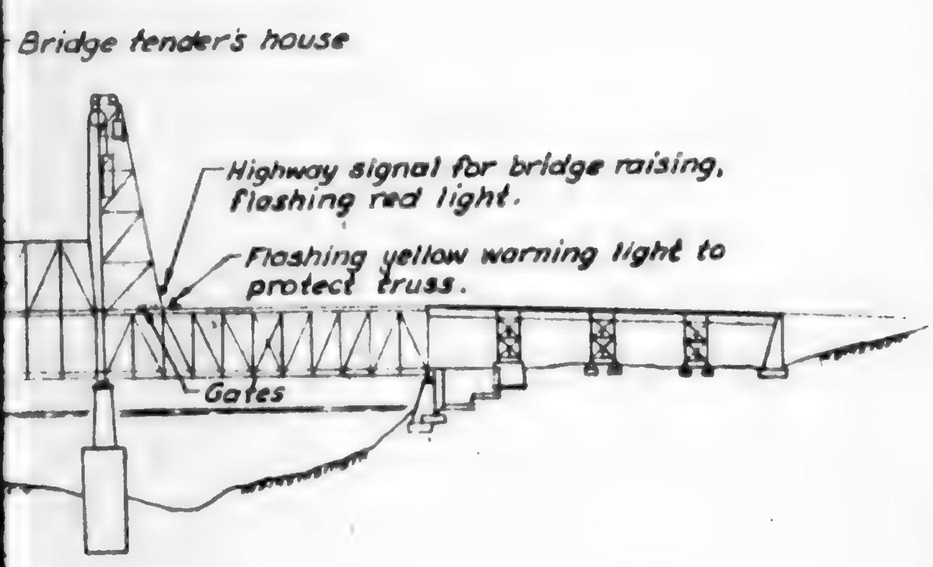
LRT OVERHEAD POWER SHUT-OFF

An emergency switch to shut off the DC overhead power for the LRT system will be installed in the bridge tender's console. The switch is to be used only in case of emergency or injury.

In addition, power shut-off by Trimet personnel for routine maintenance purposes will be installed in two locations as follows: at "WLR" 270+32, mounted on a catenary pole; and at "WLR" 295+59, mounted on an existing bridge column.


Interstate Ave. To Steel Bridge
To Interstate Ave.
Williams Ave. To Steel Bridge
To Williams Ave.
Magnetic trip stops (automatic stop for LRT vehicles).
LRT signals for bridge raising.
Shut-off switch for DC overhead power for routine maintenance.
Highway traffic signal for LRT use of bridge
gates & signals
ing.
N.E. Holladay St.
N.E. Occident Ave.
Pacific Hwy (I-5)
N.E. Oregon St.
To Blanchard
Bridge
Rail locks

N


Bridge tender's house
Highway signal for bridge raising, flashing red light.
Flashing yellow warning light to protect truss.
Gates

ELEVATION

SEQUENCE FOR RAISING THE BRIDGE

A. Bridge Tender notifies Gate Tender that the bridge is to be raised.
B. Bridge Tender puts LRT signals to stop and activates trip stops by means of a control lever.
C. Gate Tender puts highway signals to stop.
D. Gate Tender closes pedestrian and highway gates after visually determining that there are no automobiles, trains, or pedestrians between gates.
E. Bridge Tender receives an indication that the gates are closed.
F. Bridge Tender withdraws rail locks after a pre-set time interval has expired and the area between signals is clear of traffic.
G. Bridge Tender withdraws span locks.
H. Bridge Tender raises the span.

The Tri-Met interlocker will enforce the sequence B-F-G, so that if any step cannot be completed, the following step cannot be initiated.

SEQUENCE FOR LOWERING THE BRIDGE

A. Bridge Tender lowers the Span.
B. Bridge Tender's console indicates that the span is properly seated.
C. Bridge Tender inserts span locks and receives an indication that the span is locked.
D. Bridge Tender notifies Gate Tender that span is down and locked.
E. Gate Tender opens highway gates.
F. Gate Tender clears highway signals.
G. Bridge Tender inserts rail locks and receives an indication that the rails are locked.
H. Bridge Tender clears LRT signals and trip stops.

The Tri-Met interlocker will enforce the sequence B-C-G-H, so that if any step cannot be completed, the following step cannot be initiated.

DATE	REVISION	BY

APPROVED
PE
BRIDGE ENGINEER PE NO.
T.J. SHIKE
DESIGNED PE NO. 6499
PHILIP AMAYA
DRAWN
CHECKED
REVIEWED PE NO.
REVIEWED

OREGON DEPARTMENT OF TRANSPORTATION
BRIDGE DESIGN SECTION

WILLAMETTE RIVER
STEEL BRIDGE AND RAMPS
PACIFIC HWY. MULTNOMAH COUNTY

OPERATIONAL PROCEDURE FOR
RAISING LIFT SPAN

DATE March 1986 CALC. BOOK ____ SHEET ____ OF ____
BRIDGE NO. 6683 B DRAWING NO. 39292

1717.

STATE OF OREGON
RAILROAD & UTILITY UNIT 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: Robert Gormsen
Commission Services

DATE: May 4, 1984

FROM: RD Trygstad
Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT:
Reconstruction of Steel Bridge
Banfield Transitway Project
Multnomah County
ODOT Agreement No. 1012

RAILROAD COMPANIES
FILE No. 1012

Attached for your files is ODOT's fully executed counterpart of the agreement authorizing the State to reconstruct the upper deck of the Steel Bridge as a part of the subject project. Also attached is a copy of the February 27, 1984 Letter Agreement under which the Railroad is assigning an engineering inspector to the project.

cc: H. S. Coulter - w/copy
E. S. Hunter - w/copy
J. B. Boyd - w/copy
E. L. Hardt - w/copy
Walter Hart - w/copy
John Howard - w/copy

5/8/84
noted in
agree book
Jn

81-125-1387

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Action Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission, I approved the following action and report this action for your official records:

> On April 4, 1984, approved a reconstruction agreement with Union Pacific Railroad Company, Southern Pacific Railroad Company, and Tri-Met covering the Steel Bridge on the Banfield Transitway Project in Multnomah County.

Dated this 18 day of April, 1984

Anthony Yturri

Anthony Yturri, Chairman
Oregon Transportation Commission

APPROVED
STATE HIGHWAY ENGINEER
DATE: 4-12-84

UNION PACIFIC RAILROAD COMPANY
ENGINEERING DEPARTMENT

H. B. DURRANT
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA 68179

February 27, 1984

Bridge 0.43 Oregon M.L.

Mr. J. B. Boyd
Right-of-Way Manager
Oregon Department of Transportation
Highway Division
Transportation Building
Salem, Oregon 97310

Dear Mr. Boyd:

Please refer to your letters of November 18 and December 22, 1983, File PLD 9001-33-3, concerning draft agreements between OW-UP, Southern Pacific, Tri-Met, and the Oregon DOT for reconstruction of the upper deck of our Steel Bridge at M.P. 0.43 in Portland to accommodate the Tri-Met light rail trackage.

As discussed in previous negotiations, the Railroad will assign an Engineer-Inspector to the Steel Bridge during the course of your construction project. The objective of this letter is to secure ODOT's agreement that all these expenses will be reimbursed to the Railroad:

1. Effective April 16, 1984, Mr. J. A. Lileikis of my staff, now headquartered in Omaha, Nebraska, will be assigned the position of Engineer-Inspector at a salary of $2,550 per month. Mr. Lileikis will move to Portland at that time.

2. Mr. Lileikis will receive standard UPRR benefits for moving allowances with the exception of:

   a) Selling his existing home and buying a new home in Portland.

   b) Receiving an advancement of 75% of his new salary.

   The following expenses will be reimbursable to the Railroad and will include, but not necessarily be limited to, the following:

   I. A one-week trip to Portland with his spouse to locate a place to live.

   II. Full expenses for himself and family while in transit to Portland and until they are established in their residence.

III. The cost of moving his furniture from Omaha to Portland.

3. Mr. Lileikis will be assigned a Company car during the project. This expense is covered in the referenced agreement, Exhibit "A," Section 4, Paragraph D. Current cost for a car will be $26.71 per day.

4. For the duration of this assignment, Mr. Lileikis will be renting an apartment or other living quarters. Rather than allotting a daily per diem for the job, we will pay and ODOT will reimburse $700 per month for rent and utilities. This figure is based on existing market values at $450 per month for rent and $250 per month for utilities.

5. Upon completion of ODOT's project, Mr. Lileikis will return to Omaha and work out of this office. At such time, he will be given the same relocation benefits offered in Item 2 above.

6. During the preconstruction, construction and postconstruction phases of this project, if a problem develops that requires other representatives of my office to go to Portland, their expenses will be reimbursed.

Please execute this letter below and return to me to confirm that the Engineer-Inspector's expenses will be reimbursed by ODOT. I understand that Mr. L. J. Bergmann, our attorney in Portland, is now transmitting the final draft of the agreement to me for review and approval. Upon receipt of your signed copy of this letter, we can proceed with the approval of the agreement. I will be looking forward to hearing from you.

Yours truly,

H. B. Durrant

ODOT Agrees:

J B Boyd
R/W Manager

CC - Mr. R. E. Haacke, UPRR - Portland
Mr. L. J. Bergmann, UPRR - Portland
Mr. D. L. Monson, UPRR - Albina

9748

EDISON PIPE & TUBING IN
Tapio Office Center
South 104 Freya, Suite 107
Spokane, Washington 99202

CLAIM CHECK NO.
773891

5-1-84

RECEIVED
MAY 15 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Edison Pipe & Tubing, Inc.

Claimant

vs.

Oregon State Highway Department
1919 NW Thurman
Portland, Or 97209

ATTN: JOHN D. HOWARD
Project Engineer

Owner or Reputed Owner

NOTICE OF INTENT TO CLAIM LIEN

9748

NOTICE IS HEREBY GIVEN that Edison Pipe & Tubing, Inc. is and/or has furnished labor, materials, supplies or equipment for use upon Willamette River Steel Bridge & Ramps

located at Jobsite
NW Everett & First Street

Estimate Value: $24,000.00

General: Donald M. Drake
ATTN: LEE SCHULTTHESS
1740 NW Flanders
Portland, Oregon 97209

in Portland, Oregon the request of DeWitt Construction Inc.
ATTN: WAYNE DeWITT
P.O. Box 20938
Portland, Oregon 97220,

and which commenced on the 29th day of April, 1984.

A lien may be claimed for all labor, materials, supplies, or equipment furnished by the undersigned for use thereon.

Dated this 1st day of May, 1984.

Edison Pipe & Tubing, Inc.
Claimant

South 104 Freya, Suite 107
Address
Spokane, Washington 99202

(509) 535-2016
Telephone

(Registered or certified mail to, or personal service upon, the owner or reputed owner, and receipt of such person.)

South 104 Freya, Suite 107
Spokane, Washington 99202

CLAIM CHECK NO.
773891

COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

no resp. nec

Edison Pipe & Tubing, Inc.

Claimant

vs.

Oregon State Highway Department
1919 NW Thurman
Portland, Or 97209

ATTN: JOHN D. HOWARD
Project Engineer

Owner or Reputed Owner

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9748

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Spokane, Washington 99202
Address

(509) 535-2016
Telephone

(Registered or certified mail to, or personal service upon, the owner or reputed owner, and receipt of such person.)

Gene Sanders
Signature

Branch Co-Mgr.
Title

CERTIFIED
P 497 336
MAIL

Detached from PS Form 3849-
May 1979

[illegible]

F

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
9002 SE. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

March 23, 1984

In Reply Refer To
File No.

Jim Cowan
General Manager
Tri-Met
4012 SE 17th Avenue
Portland, Oregon 97202

Mike Lindberg
City Commissioner
City of Portland
1120 SW 5th Avenue
Portland, Oregon 97204

[illegible]

The recent joint letter from the participants in the Banfield Transitway Project to Senator Hatfield and Representative AuCoin mentioned that value engineering efforts would be undertaken by Tri-Met and ODOT in order to contain the project costs. This letter will explain what ODOT intends to do along those lines.

The Highway Division will enter into a formal agreement with the contractor on the Steel Bridge remodeling, which contract is just about to begin, for value engineering. What this amounts to is that the contractor will be encouraged to look for ways to cut the costs of the project because of the incentive of sharing any cost savings.

Since the work to be done by the Highway Division on the rest of the project is more than 50% completed, the time for formal value engineering has passed. However, I have directed the project personnel to work with the contractors to find ways to minimize costs. As a matter of fact, they have been doing this throughout the course of the project and there are many instances where changes have been made that have resulted in cost savings. I want to intensify this effort.

My discussions along these lines with the project personnel indicate a need for closer liaison with Tri-Met and the City of Portland regarding changes requested to the Highway Division's work by Tri-Met or the City, especially in view of the effort to contain costs. I believe it prudent to have a top-level person representing each agency that we can review proposed changes with at the time the costs are known. This would allow the requesting agency to determine the cost effectiveness and the advisability to proceed. My first suggestion would be that Tony Venturado from Tri-Met and Vic Rhodes from the City of Portland be appointed to this team, and that they would be on call on an informal basis whenever the need dictated. If this is acceptable, or if you would prefer an alternate person, please advise.

FRED MILLER

734-1850

Jim Cowan
Page Two
March 23, 1984

You can be assured that ODOT will do all it can to contain the project costs on the Banfield Transitway Project.

ORIGINAL SIGNED BY
EDWARD L. HARDT

EDWARD L. HARDT
Metro Region Engineer

[illegible]
bcc: Fred Miller
Al Harwood - Please follow up with Project Managers

RECEIVED
DOT DIRECTOR
MAR 27 '84
REFER TO
FOR
Info | Invest | N/O | D/R | Sign | Act | File

Fred Miller F

Department of Transportation
HIGHWAY DIVISION
Metro Region
9002 SE. McLOUGHLIN BLVD., MILWAUKIE, OREGON 97222 PHONE 653-3090

March 21, 1984

In Reply Refer To
File No.

Richard Feeney, Executive Director
Public Affairs, Marketing
TRI-MET
4012 SE 17th Avenue
Portland, Oregon 97202

[illegible]

RE: ODOT/TRI-MET Understanding of March 16, 1984, Correspondence to Senator Hatfield on Banfield Funding

As you explained to me, Fred Miller and Ted Spence, it is understood that the purpose of the March 16, 1984, letter to Senator Hatfield is simply to illustrate to the Senator the cooperative State and local efforts to contain the Banfield project costs. The letter does not obligate the Department of Transportation to increased funding.

The Metro Region Office agrees that value engineering has merit and the Metro Region will detail our process for accomplishing this effort on the ODOT Banfield contracts.

The letter does not commit the Department to participate in the Tri-Met, Portland, Multnomah County value engineering effort on the East Multnomah County and downtown sections of the Banfield LRT project. With the complex Tri-Met/local agencies agreements on these sections, the value engineering work is best undertaken by Tri-Met in cooperation with the local agencies involved.

I have discussed this with Fred Miller and with these understandings have proceeded to sign the letter.

ORIGINAL SIGNED BY
EDWARD L. HARDT

EDWARD L. HARDT
Metro Region Engineer

ELH:TAS:sly

RECEIVED
STATE HWY ENGR
MAR 23 '84
REFER TO
FOR
Info Inves R/D D/R Sign Act File
FRED MILLER

RECEIVED
DOT DIRECTOR
MAR 22 '84
REFER TO
Coulter
FOR
Info Inves R/D D/R Sign Act File

March 14, 1984

Donald M. Drake Company
1740 N.W. Flanders
Portland, OR 97209

CON 5
#9748

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

> Contract No. 9748 for work on the Willamette River (Steel Bridge and Ramps) Section of the Pacific Highway West in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

Encl.

cc: United Pacific Insurance Co.
825 N.E. Multnomah, Suite 300
Portland, OR 97232

United Pacific Insurance Co.
Bond Department
33405 - 8th Avenue So. C-3000
Federal Way, WA 98003

Reliance Insurance Co.
825 N.E. Multnomah
Portland, OR 97232

Corroon & Black of Oregon
P. O. Box 8699
Portland, OR 97201

bc: C.O. Fredrickson
Walt Hart
Rbbert Church
Jan Peterson

E. L. Hardt
John Howard
L. E. George

DM DRAKE

DONALD M. DRAKE COMPANY
1740 NORTHWEST FLANDERS STREET
PORTLAND, OREGON
97209
CONTRACTORS / DEVELOPERS
503 228-3991

March 12, 1984

State of Oregon
Department of Transportation
Room 121
Transportation Building
Salem, Oregon 97310

Reference: Willamette River (Steel Bridge & Ramps)

Subject: Contract Document No. 9748

Gentlemen:

Enclosed are the following:

1. Two (2) executed copies of subject Contract.
2. Two (2) executed copies of Contract Bond.
3. Five (5) copies of Certificates of Insurance.
4. Five (5) copies of Additional Insured Endorsement.
5. Five (5) copies of two Liability Insurance policies.

If any further information is required, please notify us at your convenience.

Very truly yours,

DONALD M. DRAKE COMPANY

Peter deC. Ebert
Vice President

PdeCE;jk
Enclosures

DM DRAKE

DONALD M. DRAKE COMPANY
1740 NORTHWEST FLANDERS STREET
PORTLAND, OREGON
97209
CONTRACTORS/DEVELOPERS
503 226-3981

February 22, 1984

State of Oregon
Oregon State Highway Division
121 State Transportation Building
Salem, Oregon 98310

Attention: Mr. Robert Gormsen

Reference: Willamette River (Steel Bridge & Ramps) #9748

Gentlemen:

In accordance with the specifications we wish to submit the following information regarding the identification of minority business enterprise goals.

A. Women-Owned Enterprises

1. Subcontractor - Gaynetco, Inc.
P. O. Box 16498
Portland, Oregon 97233
Telephone: (503) 667-5491

Bid Item #	Quantity	Unit Price	Total
1 (Partial)	All	LS	$ 1,000.00
3	840 SF	7.50	6,300.00
4	28 EA	60.00	1,680.00
5	50 LF	30.00	1,500.00
10	12 EA	49.90	598.80
136	All	LS	588.00
137	All	LS	400.00
138	All	LS	125.00
139	All	LS	2,120.00
140	All	LS	695.00
141	All	LS	2,355.00
142	All	LS	2,625.00
143	All	LS	1,600.00
144	All	LS	2,500.00
145	639 SF	20.50	13,099.50
146	119 SF	5.75	684.25
147	30 SF	8.50	255.00
148	9 SF	8.50	76.50
149	45 SF	8.00	360.00
150	31 SF	7.50	232.50
			$38,794.55

INCORPORATED JANUARY 2 1973

2. Subcontractor - Alpine Concrete
P. O. Box 595
Hood River, Oregon 97031
Telephone: (503) 386-2772

Bid Item #	Quantity	Unit Price	Total
19 (Partial)	220 CY	57.00	$12,540.00
26	6 EA	390.00	2,340.00
27	2 EA	365.00	730.00
28	2 EA	295.00	590.00
29	3 EA	330.00	990.00
30	1 EA	295.00	295.00
35	500 LF	4.60	2,300.00
36	4 CY	48.00	192.00
37 (Partial)	303 LF	17.65	5,347.95
119 (Partial)	94 SY	57.50	5,405.00
124	67 CY	136.00	9,112.00
			$39,841.95

Total Women-Owned Enterprises $78,636.50

B. Minority Business Enterprises

1. Subcontractor - C & C Sandblasting & Painting Co.
P. O. Box 2986
Portland, Oregon 97208
Telephone: (503) 284-1504

Bid Item #	Quantity	Unit Price	Total
54 (Partial)	All	LS	$ 3,000.00
60 (Partial)	137 LF	3.00	411.00
61 (Partial)	1,000 LF	1.00	1,000.00
71 (Partial)	61,000 LB	.50	30,500.00
87 (Partial)	All	LS	82,461.00
90 (Partial)	2,370 SF	.50	1,185.00
93	3,371 LF	3.00	10,113.00
98	1,000 SF	3.00	3,000.00
120 (Partial)	110 LF	3.00	330.00
			$131,000.00

2. Subcontractor - Kee Construction, Inc.
6500 N. E. St. John Road
Vancouver, Washington 98661
Telephone: (206) 693-1653

Bid Item #	Quantity	Unit Price	Total
60	137 LF	31.00	$ 4,247.00
62 (Partial)	490 LF	47.00	23,030.00
93 (Partial)	3,371 LF	8.30	27,979.30
94 (Partial)	3,671 LF	31.71	116,407.41
97 (Partial)	109 LF	27.00	2,943.00
121 (Partial)	253 LF	27.00	6,831.00
			$181,437.71

Total Minority Business Enterprises $312,437.71

We trust the above is in accordance with your request and the specifications.

Very truly yours,

DONALD M. DRAKE COMPANY

Conrad L. Ott, Jr.
Vice President

CLO;jk

RECEIVED
FEB 22 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON MARCH 6, 1984

NO. IX-0000(LRT)

WILLAMETTE RIVER (STEEL BRIDGE & RAMPS) SECTION
PACIFIC HIGHWAY WEST
MULTNOMAH COUNTY

ESTIMATE TO SPLIT STATE'S OBLIGATION

GROUP 2 HIGHWAY MATCHING OBLIGATION

1.	Mobilization	41%	All Required		$ 307,500.00
2.	Temporary Protection and Direction of Traffic	80%	All Required		1,828.80
3.	Temporary Signs	792	Sq. Ft.	29.50	
4.	Temporary Barricades	26	Each	143.00	3,718.00
6.	Temporary Concrete Barrier, Reflectorized	875	Lin. Ft.	8.60	7,525.00
7.	Moving Temporary Concrete Barriers	2,075	Lin. Ft.	2.56	5,312.00
8.	Temporary Impact Barriers	2	Each	3,074.00	6,148.00
9.	Temporary Traffic Signal Installation	100%	All Required		25,000.00
10.	Temporary Plastic Safety Markers	12	Each	50.00	600.00
11.	Flagmen	2,400	Hour	12.00	28,800.00
12.	Removal of Structures and Obstructions	50%	All Required		1,750.00
13.	General Excavation	1,517	Cu. Yd.	5.70	8,646.90
14.	Trench Excavation	110	Cu. Yd.	10.00	1,100.00
15.	Finishing Roadbed and Slopes	50%	All Required		900.00
16.	Aggregate Base	212	Ton	22.00	4,664.00
17.	Treated Base	315	Ton	22.50	7,087.50
18.	Class "C" Asphalt Concrete	210	Ton	55.00	11,550.00
20.	2-inch Irrigation Pipe	85	Lin. Ft.	2.00	170.00
21.	6-inch Irrigation Pipe	85	Lin. Ft.	9.00	765.00
22.	8-inch Sewer Pipe	222	Lin. Ft.	8.00	1,776.00
23.	12-inch Sewer Pipe	53	Lin. Ft.	17.00	901.00
24.	6-inch Track Drain Pipe	8	Lin. Ft.	23.00	184.00
25.	Extra for Pipe Under Pavement	77	Lin. Ft.	12.50	962.50
26.	Concrete Inlets, Type "B"	3	Each	390.00	1,170.00
27.	Concrete Inlets, Type "G"	1	Each	365.00	365.00
28.	Concrete Inlets, Type "G-1"	1	Each	295.00	295.00
29.	Concrete Inlets, Type "G-2"	2	Each	330.00	660.00
30.	Concrete Inlets, Type "P"	1	Each	295.00	295.00
31.	8-inch Drain Pipe	180	Lin. Ft.	1.75	315.00
32.	Gravel in Drains	16	Cu. Yd.	20.00	320.00
33.	Filter Fabric	110	Sq. Yd.	1.40	154.00
34.	Concrete Walks	15	Sq. Yd.	14.30	214.50
35.	Concrete Curbs	250	Lin. Ft.	4.60	1,150.00
36.	Concrete Islands	2	Cu. Yd.	48.00	96.00

37.	Concrete Barrier	152	Lin. Ft.	36.00	5,472.00
38.	Furnishing and Planting Shrubs	172	Each	5.00	860.00
39.	Furnishing and Planting Groundcover	300	Each	.60	180.00
40.	Bark Mulch	3	Unit	360.00	1,080.00

SIGNING

136.	Removal of Existing Sign Installations	100%	All Required		588.00
137.	Wood Sign Posts	100%	All Required		1,400.00
138.	Sign Support Footings	100%	All Required		125.00
139.	Single Post Slip Base Sign Supports	100%	All Required		2,120.00
140.	Offset Sign Supports	100%	All Required		695.00
141.	Special Offset Sign Supports	100%	All Required		2,355.00
142.	Structure Mounts	100%	All Required		2,625.00
143.	Luminaire Pole Mounts	100%	All Required		1,600.00
144.	Modify Existing Cantilever Sign, Sta. "HS-F" 79+60	100%	All Required		2,500.00
145.	Type "A" Signs in Place	639	Sq. Ft.	20.50	13,099.50
146.	Type "C", "D" and "R" Signs in Place	119	Sq. Ft.	5.75	684.25
147.	Type "EE" Signs in Place	30	Sq. Ft.	8.50	255.00
148.	Type "EEE" Signs in Place	9	Sq. Ft.	8.50	76.50
150.	Type "M" Signs in Place	31	Sq. Ft.	7.50	232.50
151.	Sign Illumination Equipment	100%	All Required		3,000.00

ILLUMINATION

152.	Removal of Existing Illumination	100%	All Required		3,000.00
153.	Pole Foundations	100%	All Required		20,000.00
154.	Roadway Lighting Poles and Arms	100%	All Required		17,000.00
156.	Luminaires, Lamps and Ballasts	55%	All Required		11,000.00
157.	Switching, Conduit, Wiring, Etc.	92%	All Required		51,520.00
158.	LRT Catenary Poles and Grounding	8%	All Required		3,600.00
					$ 600,354.95

ANTICIPATED ITEMS (HIGHWAY)

Railroad Protective Costs	80%	All Required	$ 305,600.00
Permanent Pavement Striping	100%	All Required	3,600.00
On Job Trainees ($.80 x 3000)	80%	All Required	1,920.00
Repair Holiday Ramp Beams	100%	All Required	5,000.00
Adjust Irrigation System	50%	All Required	1,500.00
Repair Steel Bridge Structure		All Required	100,000.00
Replace Sign Bridge		All Required	60,000.00
City of Portland (Fire Bureau)		All Required	1,500.00
			$ 479,120.00
		SUBTOTAL	$1,079,474.95

STRUCTURES
BRIDGE NO. 2733L

41.	Bridge Removal Work	25%	All Required		$ 30,750.00
					$ 30,750.00

BRIDGE NO. 6683B

70.	Bridge Removal Work	85%	All Required		$ 209,423.00
71.	Repair Steel	61,000	Lb.	1,599.00	97,539.00
72.	Replacement Bolts	7,300	Each	13,626.00	99,469.80
74.	Shoring, Cribbing, Etc.	50%	All Required		0.00
75.	Structure Excavation	63	Cu. Yd.	9.00	567.00
76.	Furnish Pile Driving Equipment	50%	All Required		5,000.00
77.	Furnish HP 12x53 Steel Piling	130	Lin. Ft.	13.00	1,690.00
78.	Drive Steel Piles	130	Lin. Ft.	1.00	130.00
79.	Structural Concrete, Class 3300	65%	All Required		356.255.25
80.	Structural Concrete, Class 4500	74%	All Required		269,619.00
81.	Concrete Deck Sealer	7,600	Sq. Yd.	6.30	47,880.00
82.	Deck Expansion Joints, Type 4"	428	Lin. Ft.	186.00	79,608.00
83.	Deck Expansion Joints, Type 5"	145	Lin. Ft.	186.00	26,970.00
84.	Reinforcement (454,000 lbs.)	59%	All Required		112,365.50
85.	Coated Reinforcement (382,000 lbs)	86%	All Required		197,579.84
86.	Reinforced Concrete Bridge End Panels	52	Sq. Yd.	69.635	3,621.02
87.	Structural Steel (476,200 lbs.)	15%	All Required		149,678.40
90.	Sidewalk Grid Flooring	2,370	Sq. Ft.	20.11	47,660.70
91.	Walkway Grating	430	Sq. Ft.	15.73	6,763.90
92.	Bearing Devices, TFE Sliding	13	Each	352.538	4,582.99
93.	Pedestrian Handrail, Historic	3,371	Lin. Ft.	80.80	272,376.80
94.	Two Tube Steel Railing	3,671	Lin. Ft.	33.55	123,162.05
95.	Type "G" Concrete Rail	30	Lin. Ft.	26.137	784.11
97.	Concrete Parapet and Steel Rail	109	Lin. Ft.	67.101	7,314.01
98.	Extra Cleaning and Painting	1,000	Sq. Ft.	3.00	3,000.00
100.	6-inch Steel Pipe	348	Lin. Ft.	30.40	10,579.20
103.	1-inch Electrical Conduit	740	Lin. Ft.	4.40	3,256.00
104.	1 1/4-inch Electrical Conduit	450	Lin. Ft.	6.00	2,700.00
105.	1 1/2-inch Electrical Conduit	710	Lin. Ft.	6.59	4,678.90
106.	2-inch Electrical Conduit	1,034	Lin. Ft.	8.40	8,685.60
107.	Impact Attenuator, Hi-Dro Cushion Cells	4	Each	10,987.00	43,948.00
108.	Gate Tender's House	100%	All Required		31,235.00
110.	Traffic Gates and Warning Devices	100%	All Required		50,000.00
					$2,278,123.07

BRIDGE NO. 16662

111.	Bridge Removal Work	50% All Required		$ 2,350.00
112.	Shoring, Cribbing, Etc.	50% All Required		3,026.00
113.	Structure Excavation	305 Cu. Yd.	7.22	2,202.10
114.	Structure Excavation Below Elevations Shown	30 Cu. Yd.	12.00	360.00
115.	Special Wall Backfill	210 Cu. Yd.	11.40	2,394.00
116.	Structural Concrete, Class 3300	50% All Required		48,238.00
117.	Reinforcement	50% All Required		7,175.00
118.	Coated Reinforcement	50% All Required		4,614.50
119.	Reinforced Concrete Bridge End Panels	47 Sq. Yd.	69.83	3,282.01
120.	Pedestrian Handrail	55 Lin. Ft.	26.20	1,441.00
121.	Concrete Parapet and Steel Rail	127 Lin. Ft.	64.249	8,159.62
122.	Waterproofing	102 Sq. Yd.	8.25	841.50
123.	1-inch Electrical Conduit	100 Lin. Ft.	4.60	460.00
				$ 84,543.73

"HS" RETAINING WALL

124.	Concrete in Wall	34 Cu. Yd.	291.00	$ 9,894.00
125.	Reinforcement in Wall	1,400 Lb.	.35	490.00
				$ 10,384.00

SUBTOTAL	$3,483,275.75
Engineering	435,409.25
HIGHWAY TOTAL	$3,918,685.00

GROUP 3 TRANSIT MATCHING OBLIGATIONS

1.	Mobilization	59% All Required		$ 442,500.00
2.	Temporary Protection and Direction of Traffic	20% All Required		457.20
3.	Temporary Signs	48 Sq. Ft.	29.50	1,416.00
4.	Temporary Barricades	2 Each	143.00	286.00
5.	Temporary Guard Rail, Type 3, Reflectorized	50 Lin. Ft.	30.00	1,500.00
6.	Temporary Concrete Barrier, Reflectorized	925 Lin. Ft.	8.60	7,955.00
11.	Flagmen	600 Hour	12.00	7,200.00
12.	Removal of Structures and Obstructions	50% All Required		1,750.00
13.	General Excavation	1,517 Cu. Yd.	5.70	8,646.90
14.	Trench Excavation	110 Cu. Yd.	10.00	1,100.00
15.	Finishing Roadbed and Slopes	50% All Required		900.00
16.	Aggregate Base	213 Ton	22.00	4,686.00
17.	Treated Base	315 Ton	22.50	7,087.50
18.	Class "C" Asphalt Concrete	210 Ton	55.00	11,550.00
19.	Reinforced Concrete Track Slab	220 Cu. Yd.	251.468	55,322.96
20.	2-inch Irrigation Pipe	85 Lin. Ft.	2.00	170.00
21.	6-inch Irrigation Pipe	85 Lin. Ft.	9.00	765.00
22.	8-inch Sewer Pipe	222 Lin. Ft.	8.00	1,776.00

23.	12-inch Sewer Pipe	53 Lin. Ft.	17.00	901.00
24.	6-inch Track Drain Pipe	8 Lin. Ft.	23.00	184.00
25.	Extra for Pipe Under Pavement	77 Lin. Ft.	12.50	962.50
26.	Concrete Inlets, Type "B"	3 Each	390.00	1,170.00
27.	Concrete Inlets, Type "G"	1 Each	365.00	365.00
28.	Concrete Inlets, Type "G-1"	1 Each	295.00	295.00
29.	Concrete Inlets, Type "G-2"	1 Each	330.00	330.00
31.	8-inch Drain Pipe	180 Lin. Ft.	1.75	315.00
32.	Gravel in Drains	15 Cu. Yd.	20.00	300.00
33.	Filter Fabric	110 Sq. Yd.	1.40	154.00
34.	Concrete Walks	15 Sq. Yd.	14.30	214.50
35.	Concrete Curbs	250 Lin. Ft.	4.60	1,150.00
36.	Concrete Islands	2 Cu. Yd.	48.00	96.00
37.	Concrete Barrier	151 Lin. Ft.	36.00	5,436.00
38.	Furnishing and Planting Shrubs	172 Each	5.00	860.00
39.	Furnishing and Planting Groundcover	300 Each	0.60	180.00
40.	Bark Mulch	3 Unit	360.00	1,080.00
	SIGNING			
	Type "I" Signs in Place	45 Sq. Ft.	8.00	360.00
	ILLUMINATION			
155.	Square Steel Lighting Posts	100% All Required		$ 5,500.00
156.	Luminaires, Lamps and Ballasts	45% All Required		9,000.00
157.	Switching, Conduit, Wiring, Etc.	8% All Required		4,480.00
158.	LRT Catenary Poles and Grounding	92% All Required		41,400.00
	TRAFFIC SIGNALS			
159.	Traffic Signal Installations, Complete	100% All Required		34,800.00
				$ 664,601.56
	ANTICIPATED ITEMS (TRI-MET)			
	Railroad Protective Service	20% All Required		$ 76,400.00
	On the Job Trainees ($.80 x 3000)	20% All Required		480.00
	Signal Controller Testing	100% All Required		3,800.00
	Signal Turn On	100% All Required		1,500.00
	Adjust Irrigation System	50% All Required		1,500.00
	Work by City of Portland Water Bureau	100% All Required		2,000.00
				$ 85,680.00
	STRUCTURES BRIDGE NO. 2733L			
41.	Bridge Removal Work	75% All Required		$ 92,250.00
42.	Shoring, Cribbing, Etc.	100% All Required		11,135.00

43.	Structure Excavation	1,040 Cu. Yd.	8.75	9,100.00
44.	Furnish Pile Driving Equipment	100% All Required		19,000.00
45.	Furnish HP 12x53 Steel Piling	3,220 Lin. Ft.	13.00	41,860.00
46.	Furnish 12-inch Prestressed Concrete Piling	9,050 Lin. Ft.	10.00	90,500.00
47.	Drive Steel Piles	3,220 Lin. Ft.	1.00	3,220.00
48.	Drive Prestressed Concrete Piles	9,050 Lin. Ft.	2.00	18,100.00
49.	Furnish 12-inch Prestressed Concrete Test Piling	125 Lin. Ft.	10.00	1,250.00
50.	Drive Test Piles	125 Lin. Ft.	20.00	2,500.00
51.	Load Tests	2 Each	3,000.00	6,000.00
52.	Furnish Reaction Frames or Load Platforms	1 Each	15,000.00	15,000.00
53.	Structural Concrete, Class 3300 (610 Cu. Yd.)	100% All Required		72,713.00
54.	Structural Concrete, Class 4000 (700 Cu. Yd.)	100% All Required		309,354.00
55.	Structural Concrete, Class 4500 (795 Cu. Yd.)	100% All Required		174,293.00
56.	Deck Expansion Joints, Type 5"	65 Lin. Ft.	186.00	12,090.00
57.	Reinforcement (421,500 lbs)	100% All Required		174,910.00
58.	Bearing Devices, TFE Sliding	1 Each	688.00	688.00
59.	Bearing Devices, Pot	4 Each	1,057.00	4,228.00
60.	Pedestrian Handrail	137 Lin. Ft.	33.00	4,521.00
61.	Type "G" Concrete Rail with 6-inch Top	1,000 Lin. Ft.	25.97	25,970.00
62.	Concrete Parapet and Steel Rail	490 Lin. Ft.	63.531	31,130.19
63.	6-inch Steel Pipe	184 Lin. Ft.	30.50	5,612.00
64.	6-inch PVC Pipe	100 Lin. Ft.	14.84	1,484.00
65.	Corrosion Protection	100% All Required		6,000.00
66.	3/4-inch Electrical Conduit	490 Lin. Ft.	3.40	1,666.00
67.	1-inch Electrical Conduit	760 Lin. Ft.	4.40	3,344.00
68.	1 1/4-inch Electrical Conduit	425 Lin. Ft.	4.40	1,870.00
69.	3-inch Electrical Conduit	245 Lin. Ft.	7.40	1,813.00
				$1,141,601.19

BRIDGE NO. 6683B

70.	Bridge Removal Work	15% All Required		$ 36,957.00
73.	Raise Existing Bridge	100% All Required		14,037.00
74.	Shoring, Cribbing, Etc.	50% All Required		0.00
75.	Structure Excavation	62 Cu. Yd.	9.00	558.00
76.	Furnish Pile Driving Equipment	50% All Required		5,000.00
77.	Furnish HP 12x53 Steel Piling	130 Lin. Ft.	13.00	1,690.00
78.	Drive Steel Piles	130 Lin. Ft.	1.00	130.00
79.	Structural Concrete, Class 3300 (1,479 Cu. Yd.)	35% All Required		191,829.75
80.	Structural Concrete, Class 4500 (3,124 Cu. Yd.)	26% All Required		94,731.00
84.	Reinforcement (454,000 lbs.)	41% All Required		78,084.50

85.	Coated Reinforcement (382,000 lbs.)	14%	All Required		32,164.16
87.	Structural Steel (476,200 lbs.)	85%	All Required		848,177.60
88.	Grid Deck	6,410	Sq. Ft.	46.726	299,513.66
89.	Grid Deck Overlay	6,410	Sq. Ft.	2.50	16,025.00
95.	Type "G" Concrete Rail	123	Lin. Ft.	26.137	3,214.85
96.	Concrete Bridge Rail	166	Lin. Ft.	26.572	4,410.95
99.	Concrete Overlay, FEB Ramp	100	Sq. Yd.	26.00	2,600.00
100.	6-inch Steel Pipe	1,467	Lin. Ft.	30.40	44,596.80
101.	6-inch PVC Pipe	330	Lin. Ft.	15.20	5,016.00
102.	Corrosion Protection	100%	All Required		8,000.00
103.	1-inch Electrical Conduit	2,380	Lin. Ft.	4.40	10,472.00
104.	1 1/4-inch Electrical Conduit	80	Lin. Ft.	6.00	480.00
105.	1 1/2-inch Electrical Conduit	190	Lin. Ft.	6.59	1,252.10
106.	2-inch Electrical Conduit	186	Lin. Ft.	8.40	1,562.40
109.	Span Lock Machines	100%	All Required		38,000.00
					$1,738,502.77

BRIDGE NO. 16662

111.	Bridge Removal Work	50%	All Required		$ 2,350.00
112.	Shoring, Cribbing, Etc.	50%	All Required		3,026.00
113.	Structure Excavation	305	Cu. Yd.	7.22	2,202.10
114.	Structure Excavation Below Elevations Shown	30	Cu. Yd.	12.00	360.00
115.	Special Wall Backfill	210	Cu. Yd.	11.40	2,394.00
116.	Structural Concrete, Class 3300 (353 Cu. Yd.)	50%	All Required		48,238.00
117.	Reinforcement (38,900 lbs.)	50%	All Required		7,175.00
118.	Coated Reinforcement (16,100 lbs.)	50%	All Required		4,614.50
119.	Reinforced Concrete Bridge End Panels	47	Sq. Yd.	69.83	3,282.01
120.	Pedestrian Handrail	55	Lin. Ft.	26.20	1,441.00
121.	Concrete Parapet and Steel Rail	126	Lin. Ft.	64.249	8,095.38
122.	Waterproofing	103	Sq. Yd.	8.25	849.75
123.	1-inch Electrical Conduit	100	Lin. Ft.	4.60	460.00
					$ 84,487.74

"HS" RETAINING WALL

124.	Concrete in Wall	33	Cu. Yd.	291.00	9,603.00
125.	Reinforcement in Wall	1,400	Lb.	.35	490.00
					$ 10,093.00

TRACKWORK AND LRT ELECTRICAL WORK

126.	Install Track Rails, Insulated Tie Bars and Insulated Rail Joints	4,140	Track Ft.	14.00	$ 57,960.00
127.	Install Rail Expansion Joints	28	Each	3,267.00	91,476.00
128.	Furnish and Install Rail Lift Joints	100%	All Required		148,253.00

129.	Furnish and Install Rail Welds	240 Each	522.00	125,280.00
130.	Furnish and Install Rail Supports Filler and Sealer Material	100% All Required		392,370.00
131.	Install Insulated Track Drains	28 Each	1,059.00	29,652.00
132.	Furnish and Install Coating on Insulated Tie Bars	647 Each	62.90	40,696.30
133.	Furnish and Install Field Electric Boxes	16 Each	465.00	7,440.00
134.	LRT Basic Electrical Work, Complete	100% All Required		240,000.00
135.	LRT Expansion Joint Electrical Work, Complete	100% All Required		17,000.00
				$1,150,127.30
			SUBTOTAL	$4,875,093.56
			Engineering	609,386.44
			TRANSIT TOTAL	$5,484,480.00

SUMMARY OF FUNDS (85%)

DESCRIPTION	GROUP	TOTAL COST	UMTA COST	TRI-MET COST	HIGHWAY COST
Highway Obligation	2	$3,918,685.00	$3,330,882.00	$ ---	$587,803.00
Tri-Met Obligation	3	5,484,484.00	4,661,811.00	822,673.00	---
TOTAL		$9,403,169.00	$7,992,693.00	$822,673.00	$587,803.00

Group 2: 42%; Group 3: 58%
Contract No. 9748
Prefix: 26-1928 PE
Prefix: 26-1042

DAR:pf

9748

F

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
H. S COULTER

In Reply Refer to
File No

March 6, 1984

H. B. Durrant
Chief Engineer
Union Pacific Railroad
Company
1416 Dodge Street
Omaha, Nebraska 68179

RE: Engineer Inspector
Reimbursement
Bridge 0.43 Oregon M.L.
Steel Bridge
DES 23

Dear Mr. Durrant:

I am returning a signed copy of your letter of February 27, 1984. I appreciate the quick response that the Union Pacific continues to afford us in dealing with project matters. The resolution of the expenses of the Engineer Inspector by Mr. John Horney of your office, is a continuing example of the working relationship between the Union Pacific Railroad and the Oregon Department of Transportation.

I will continue to be available to assist the Union Pacific Railroad in any way that I can in their operations in the State of Oregon.

Cordially yours,

JB Boyd

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jh
enclosure

cc: H. S. Coulter w/attach.
Ed Hardt w/attach.
John Howard w/attach.
Vern Skoog w/attach.
Roger Trygstad w/attach.
R. E. Haacke w/attach.
L. J. Bergmann w/attach.
D. L. Monson w/attach.
Tuck Wilson w/attach.

RECEIVED
STATE HWY ENGR
MAR 6 '84
REFER TO
FOR
Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

UNION PACIFIC RAILROAD COMPANY
ENGINEERING DEPARTMENT

H. B. DURRANT
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA 68179

February 27, 1984

Bridge 0.43 Oregon M.L.

Mr. J. B. Boyd
Right-of-Way Manager
Oregon Department of Transportation
Highway Division
Transportation Building
Salem, Oregon 97310

Dear Mr. Boyd:

Please refer to your letters of November 18 and December 22, 1983, File PLD 9001-33-3, concerning draft agreements between OW-UP, Southern Pacific, Tri-Met, and the Oregon DOT for reconstruction of the upper deck of our Steel Bridge at M.P. 0.43 in Portland to accommodate the Tri-Met light rail trackage.

As discussed in previous negotiations, the Railroad will assign an Engineer-Inspector to the Steel Bridge during the course of your construction project. The objective of this letter is to secure ODOT's agreement that all these expenses will be reimbursed to the Railroad:

1. Effective April 16, 1984, Mr. J. A. Lileikis of my staff, now headquartered in Omaha, Nebraska, will be assigned the position of Engineer-Inspector at a salary of $2,550 per month. Mr. Lileikis will move to Portland at that time.

2. Mr. Lileikis will receive standard UPRR benefits for moving allowances with the exception of:

   a) Selling his existing home and buying a new home in Portland.

   b) Receiving an advancement of 75% of his new salary.

   The following expenses will be reimbursable to the Railroad and will include, but not necessarily be limited to, the following:

   I. A one-week trip to Portland with his spouse to locate a place to live.

   II. Full expenses for himself and family while in transit to Portland and until they are established in their residence.

III. The cost of moving his furniture from Omaha to Portland.

3. Mr. Lileikis will be assigned a Company car during the project. This expense is covered in the referenced agreement, Exhibit "A," Section 4, Paragraph D. Current cost for a car will be $26.71 per day.

4. For the duration of this assignment, Mr. Lileikis will be renting an apartment or other living quarters. Rather than allotting a daily per diem for the job, we will pay and ODOT will reimburse $700 per month for rent and utilities. This figure is based on existing market values at $450 per month for rent and $250 per month for utilities.

5. Upon completion of ODOT's project, Mr. Lileikis will return to Omaha and work out of this office. At such time, he will be given the same relocation benefits offered in Item 2 above.

6. During the preconstruction, construction and postconstruction phases of this project, if a problem develops that requires other representatives of my office to go to Portland, their expenses will be reimbursed.

Please execute this letter below and return to me to confirm that the Engineer-Inspector's expenses will be reimbursed by ODOT. I understand that Mr. L. J. Bergmann, our attorney in Portland, is now transmitting the final draft of the agreement to me for review and approval. Upon receipt of your signed copy of this letter, we can proceed with the approval of the agreement. I will be looking forward to hearing from you.

Yours truly,

H. B. Durrant

ODOT Agrees:

J B Boyd
R/W Manager

CC - Mr. R. E. Haacke, UPRR - Portland
Mr. L. J. Bergmann, UPRR - Portland
Mr. D. L. Monson, UPRR - Albina

9748

F

HIGHWAY DIVISION

Gary A. Potter, Manager
Program Section

March 6, 1984

Robert N. Bothman
Assistant State Highway Engineer

Federal-Aid Program Questions

copied
pla
Banfield
con 21-1

Dick Feeney posed the following questions in a recent conversation.

His understanding is that the I-205 ramps to the Banfield westbound are funded with interstate transfer funds. I assured him that these were funded with FAI funds with the only interstate transfer funding in the I-205 South Banfield Interchange for the light rail structure.

The second question is can we use HBR funds on any portion of the steel bridge project? Advised I felt there were probably two restraints; (1) we do not own the bridge, however, that is not preventing use of other federal funds, and (2) the structure has to be structurally rated indicating justification based on preservation of the system. This would involve reprogramming the current project.

Dick's third question related to utilization of the 100 percent provision on interstate transfer projects. Have we utilized the 100 percent provision on interstate transfer and more specifically can we used this provision on the Banfield as a mechanism to relieve local match?

RNB:lks

1741 10

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO

TRA

TO: Bob Sandmann
Special Projects Coordinator

DATE: January 30, 1984

FROM: L. E. George
Traffic Engineer

SUBJECT: LRT Ramp Delineation
Willamette River (Steel Bridge and Ramps) Section
Pacific Highway West
Multnomah County

1 Versteeg ✓
2 Anderson
Adams
Macnab
3 Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
FEB 7 1984
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

In a letter to Don Billings, Glen Pierce of the City of Portland conveyed the city's comments on the signing for the Steel Bridge. In addition, Tri-Met sent Terry Shike, Bridge Section, two sketches of their proposals for delineating the LRT ramps.

Attached are four copies of three sketches showing the Traffic Section's proposals for delineating the LRT ramps. Also attached for your information is a copy of the sketches submitted by Tri-Met.

At the west end of the Steel Bridge, the city requested an overhead sign to direct motorists onto the Glisan Street ramp. The ramp to Front Street will close during the initial phase of the contract and it will be sometime (one and one half to two years) before the bridge is back in full operation. Because of this, it seems unlikely there will be a problem with motorists trying to resume their previous route, especially if adequate publicity and signing are used during construction. Therefore, we propose that the ramp be delineated as shown in figure 1. If so desired, a flashing beacon could be installed as shown.

In their comments, the City Planning Bureau requested signs denoting "DOWNTOWN SHOPPING DISTRICT" and "OLD TOWN". This location is not the proper place for such signs because as it is not a decision point destination signing would be inappropriate.

Tri-Met requested red reflectorized markers on the LRT ramps. We are opposed to these because there is a question as to who would maintain them and that they might draw too much attention to the ramp.

At the east end of the bridge, delineation should not be as much of a problem. Figure 2 shows what we propose. The city and Tri-Met did not comment on this location.

A. Anderson

NOTED
A. ANDERSON

At the Holladay Street on-ramp near Occident Avenue, the LRT tracks cross the ramp at about a 45° angle. Tri-Met requested eight-inch steel pipes as a barrier at the entrance to the LRT ramp. We cannot approve creating a fixed object hazard to automobiles only two-feet from the travel lane. Please refer to figure 3. Because of the design of the LRT ramp, there should not be a problem with motorists trying to use this ramp. The striping and signing shown in figure 3 should provide adequate delineation for the LRT ramp.

Flexible delineator posts could be used at all three locations, if Tri-Met and the City feel they are necessary and that there is sufficient clearance between the tracks to install them.

Would you please discuss our proposals with the City of Portland and Tri-Met.

ORIGINAL SIGNED BY L. E. GEORGE

L. E. George
Traffic Engineer

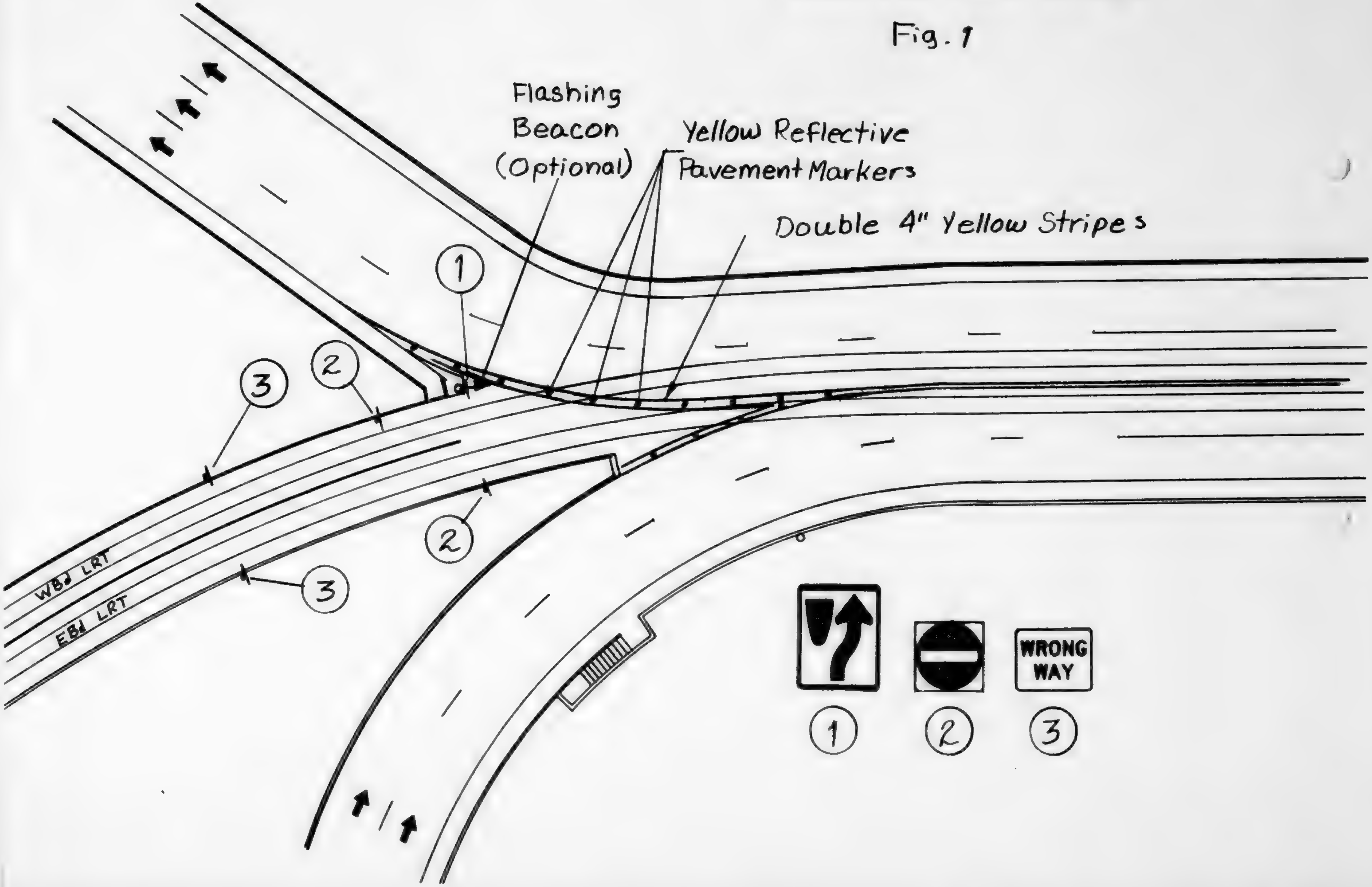
SRW/dc
Attachments

cc: Terry Shike (Bridge Section)
Road Design

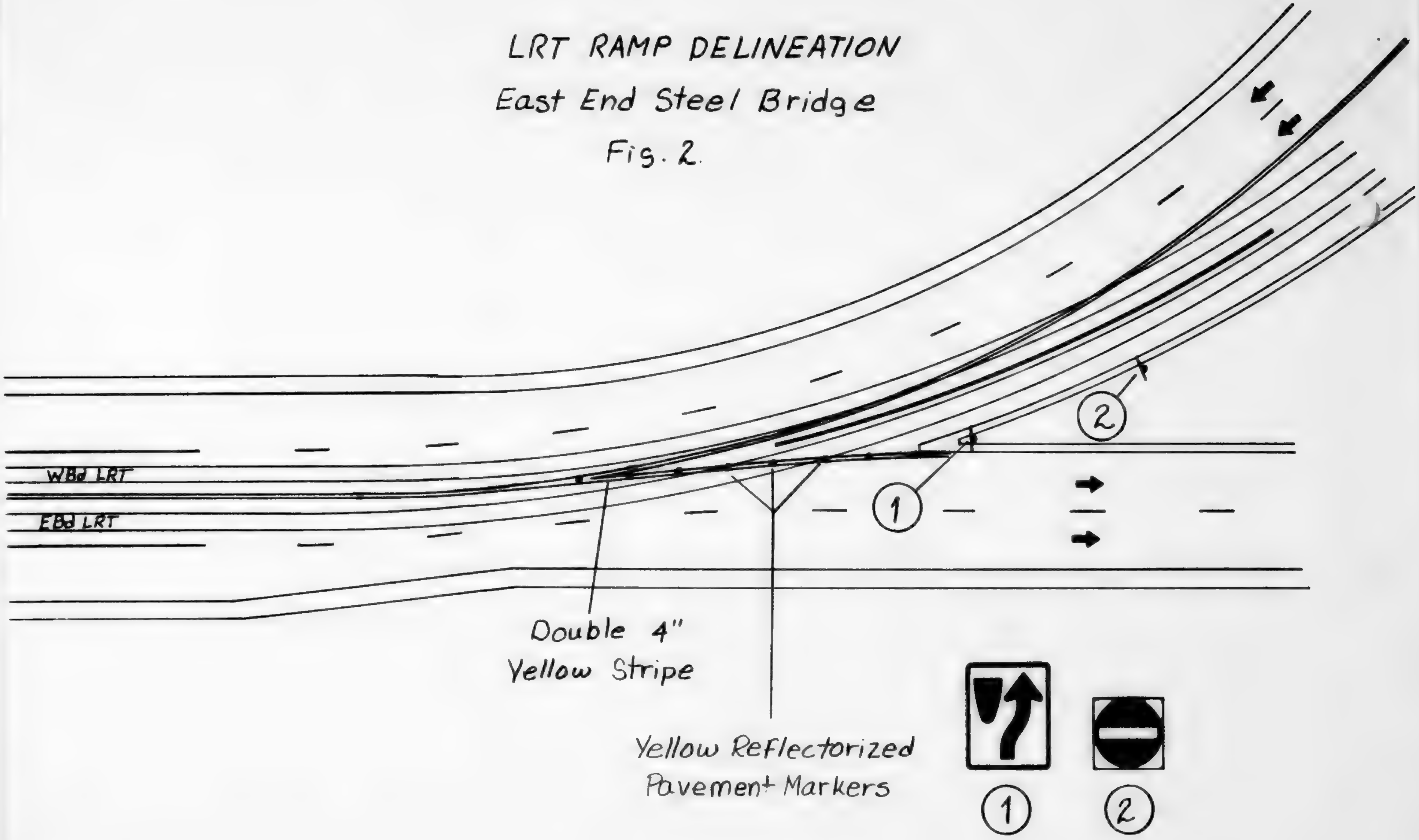
LRT RAMP DELINEATION

West End Steel Bridge

Fig. 1


Flashing
Beacon
(Optional)
Yellow Reflective
Pavement Markers
Double 4" Yellow Stripes
①
②
③
②
③
WBd LRT
EBd LRT
WRONG
WAY
①
②
③

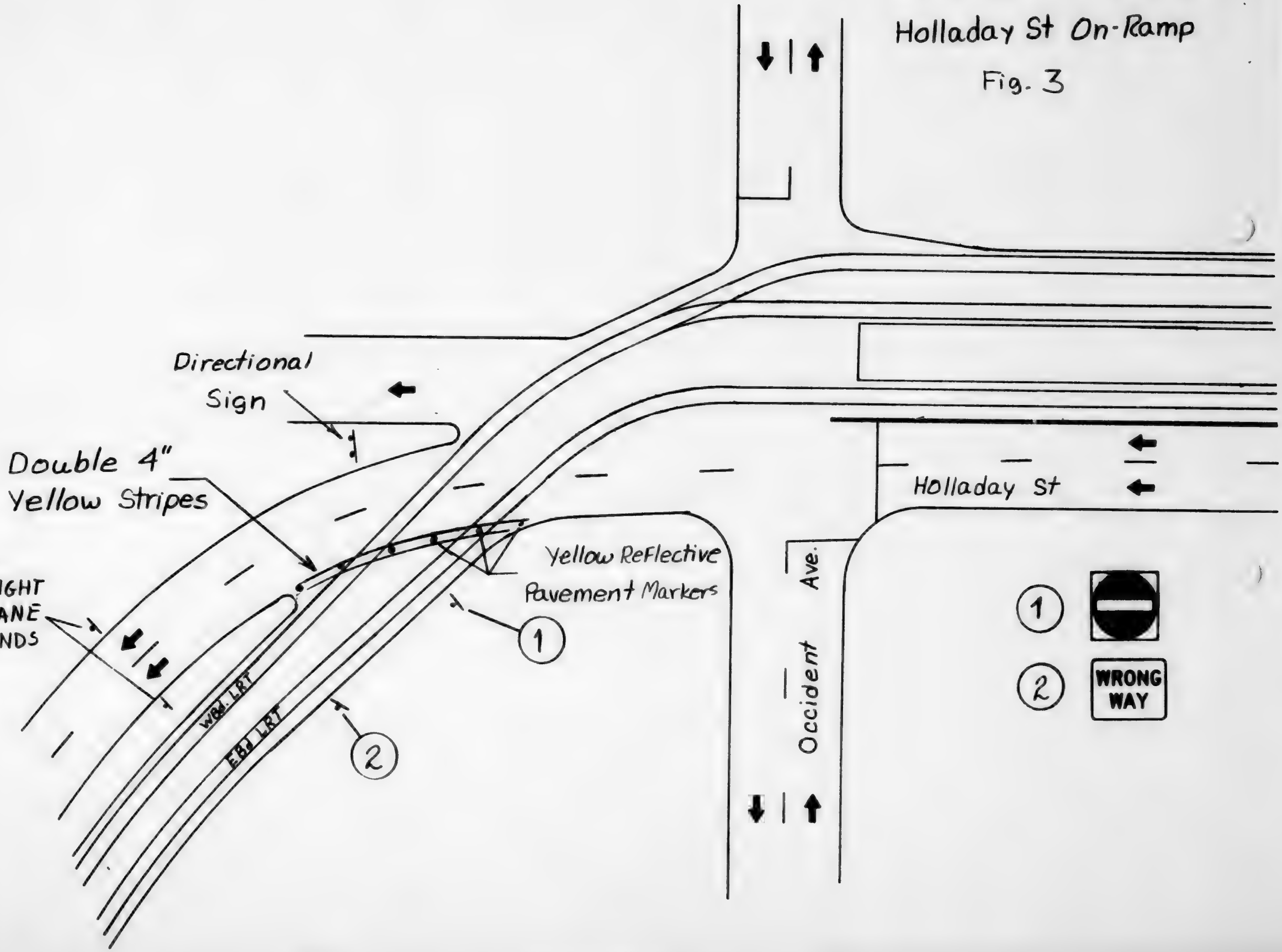
LRT RAMP DELINEATION
East End Steel Bridge
Fig. 2.

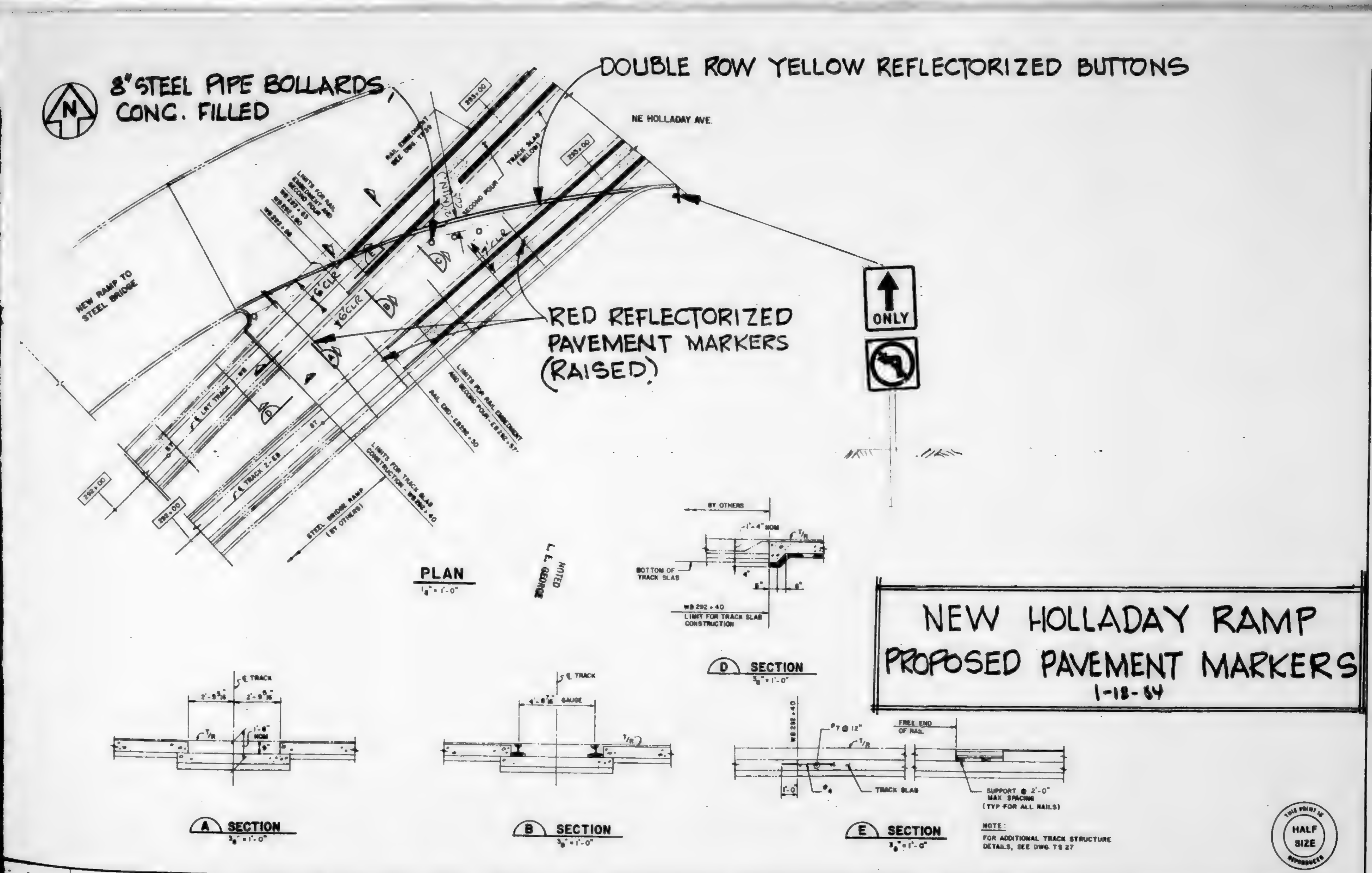

WBd LRT
EBd LRT
②
①
Double 4" Yellow Stripe
Yellow Reflectorized Pavement Markers
①
②

LRT RAMP DELINEATION

Holladay St On-Ramp

Fig. 3


Directional Sign
Double 4" Yellow Stripes
RIGHT LANE ENDS
WBd LRT
EBd LRT
Yellow Reflective Pavement Markers
①
②
Holladay St
Occident Ave.
① ⛔
② WRONG WAY


8" STEEL PIPE BOLLARDS CONC. FILLED
DOUBLE ROW YELLOW REFLECTORIZED BUTTONS
NE HOLLADAY AVE.
RED REFLECTORIZED PAVEMENT MARKERS (RAISED)
NEW RAMP TO STEEL BRIDGE
ONLY
TRACK SLAB (BELOW)
SECOND POUR
RAIL EMBEDMENT SEE DWG. TS 39
LIMITS FOR RAIL EMBEDMENT AND SECOND POUR
LIMITS FOR RAIL EMBEDMENT AND SECOND POUR - EB 292 + 57
RAIL END - EB 292 + 30
LIMITS FOR TRACK SLAB CONSTRUCTION - WB 292 + 40
STEEL BRIDGE RAMP (BY OTHERS)
℄ LRT TRACK
℄ TRACK 2-28
6' CLR
2' (MIN.) CLR
293+00
292+00
PLAN
1/8" = 1'-0"
NOTED L. E. GEORGE
BY OTHERS
1'-4" NOM
BOTTOM OF TRACK SLAB
WB 292 + 40
LIMIT FOR TRACK SLAB CONSTRUCTION
D SECTION
3/8" = 1'-0"
℄ TRACK
2'-9 5/16
1'-6" NOM
A SECTION
3/8" = 1'-0"
4'-8 1/2" GAUGE
B SECTION
3/8" = 1'-0"
WB 292 + 40
FREE END OF RAIL
TRACK SLAB
SUPPORT @ 2'-0" MAX SPACING (TYP FOR ALL RAILS)
E SECTION
3/8" = 1'-0"
NEW HOLLADAY RAMP
PROPOSED PAVEMENT MARKERS
1-18-84
NOTE:
FOR ADDITIONAL TRACK STRUCTURE DETAILS, SEE DWG. TS 27
THIS PRINT IS HALF SIZE REPRODUCED

RECEIVED
JAN 23 1984
FOR BRIDGE SECTION

DESIGNED Jmmb
DRAWN J. N. Magcale
CHECKED J. A. Mayl
APPROVED Jmmb 11/30/83
PE NO 11426 OR

ARMANDO J. MORALES
Dec. 3, 1983

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BECHTEL

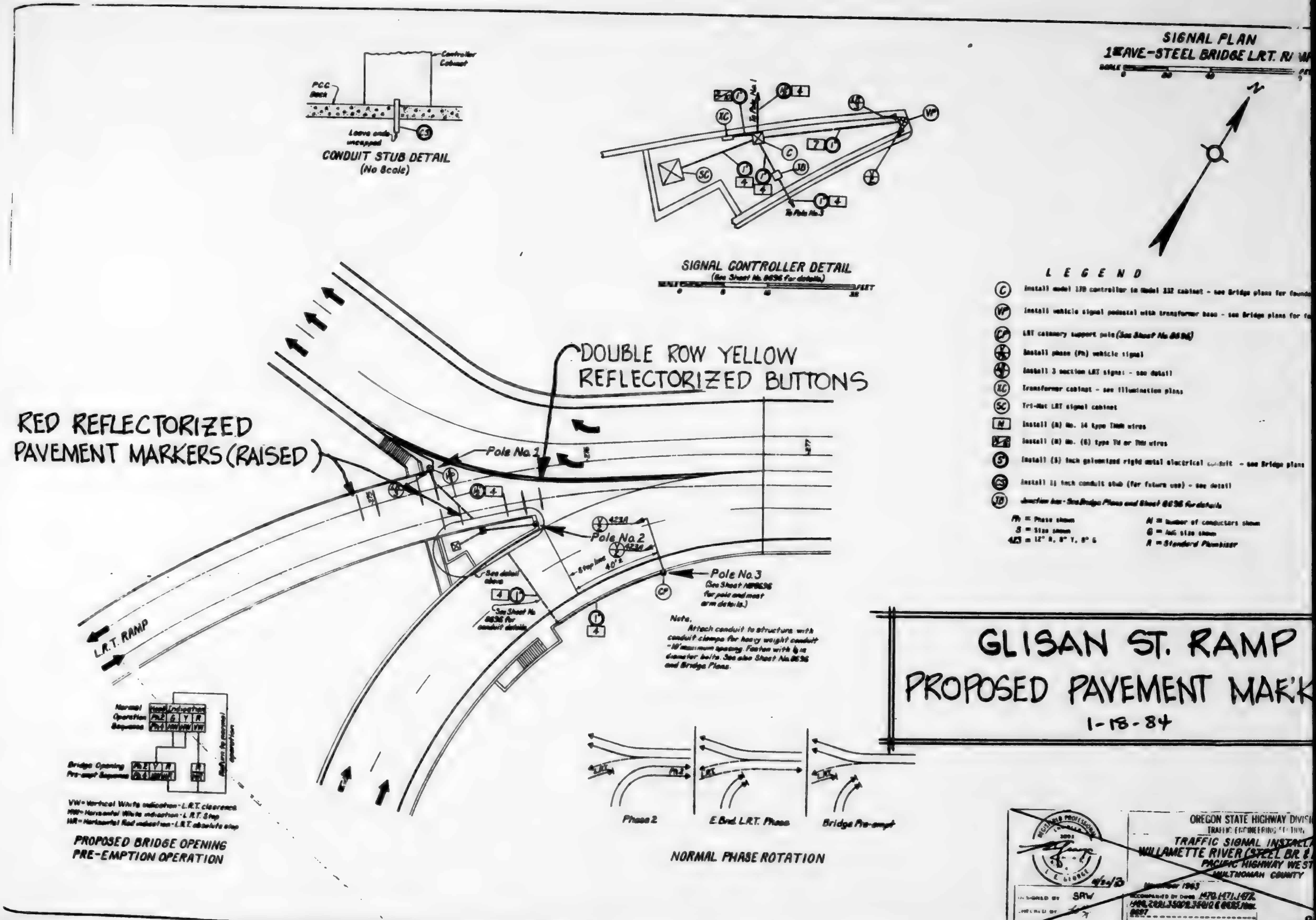
Banfield Light Rail Project

TRI-MET

SUBMITTED J J Intal DATE Dec. 1, 1983
APPROVED Ron Hig DATE 12/1/83

INTERFACE BETWEEN STEEL BRIDGE
EAST RAMP AND NE HOLLADAY ST.

SCALE AS SHOWN
DRAWING NO TS 57
7042 36


CONDUIT STUB DETAIL
(No Scale)
PCC Deck
Controller Cabinet
Leave ends uncapped
CS
SIGNAL CONTROLLER DETAIL
(See Sheet No. 8636 for details)
SC
C
JB
XC
VP
To Pole No. 3
SIGNAL PLAN
1st AVE-STEEL BRIDGE L.R.T. R
SCALE
0
20
40
N
DOUBLE ROW YELLOW
REFLECTORIZED BUTTONS
RED REFLECTORIZED
PAVEMENT MARKERS (RAISED)
Pole No. 1
Pole No. 2
Pole No. 3
(See Sheet No. 8636 for pole and mast arm details.)
423A
Stop line
40'±
CP
See detail above
See Sheet No. 8636 for conduit details
L.R.T. RAMP
Normal Operation Sequence
Bridge Opening Pre-empt Sequence
Ph2
G
Y
R
VW
HW
HR
Return to normal operation
Phase 2
E.Bnd. L.R.T. Phase
Bridge Pre-empt
NORMAL PHASE ROTATION

Note,
Attach conduit to structure with conduit clamps for heavy weight conduit - 10' maximum spacing. Fasten with ½" ø diameter bolts. See also Sheet No. 8636 and Bridge Plans.

VW = Vertical White indication - L.R.T. clearance
HW = Horizontal White indication - L.R.T. Stop
HR = Horizontal Red indication - L.R.T. absolute stop

PROPOSED BRIDGE OPENING
PRE-EMPTION OPERATION

L E G E N D

(C) Install model 170 controller in Model 332 cabinet - see Bridge plans for founda
(VP) Install vehicle signal pedestal with transformer base - see Bridge plans for fo
(CP) LRT catenary support pole (See Sheet No. 8636)
Install phase (Ph) vehicle signal
Install 3 section LRT signal - see detail
(XC) Transformer cabinet - see illumination plans
(SC) Tri-Met LRT signal cabinet
[N] Install (N) No. 14 type THWN wires
Install (N) No. (G) type TW or THW wires
(S) Install (S) inch galvanized rigid metal electrical conduit - see Bridge plans
(CS) Install 1½ inch conduit stub (for future use) - see detail
(JB) Junction box - See Bridge Plans and Sheet 8636 for details

Ph = Phase shown
S = Size shown
423 = 12" R, 8" Y, 8" G
N = Number of conductors shown
G = AWG size shown
R = Standard Plumbizer

GLISAN ST. RAMP
PROPOSED PAVEMENT MARK

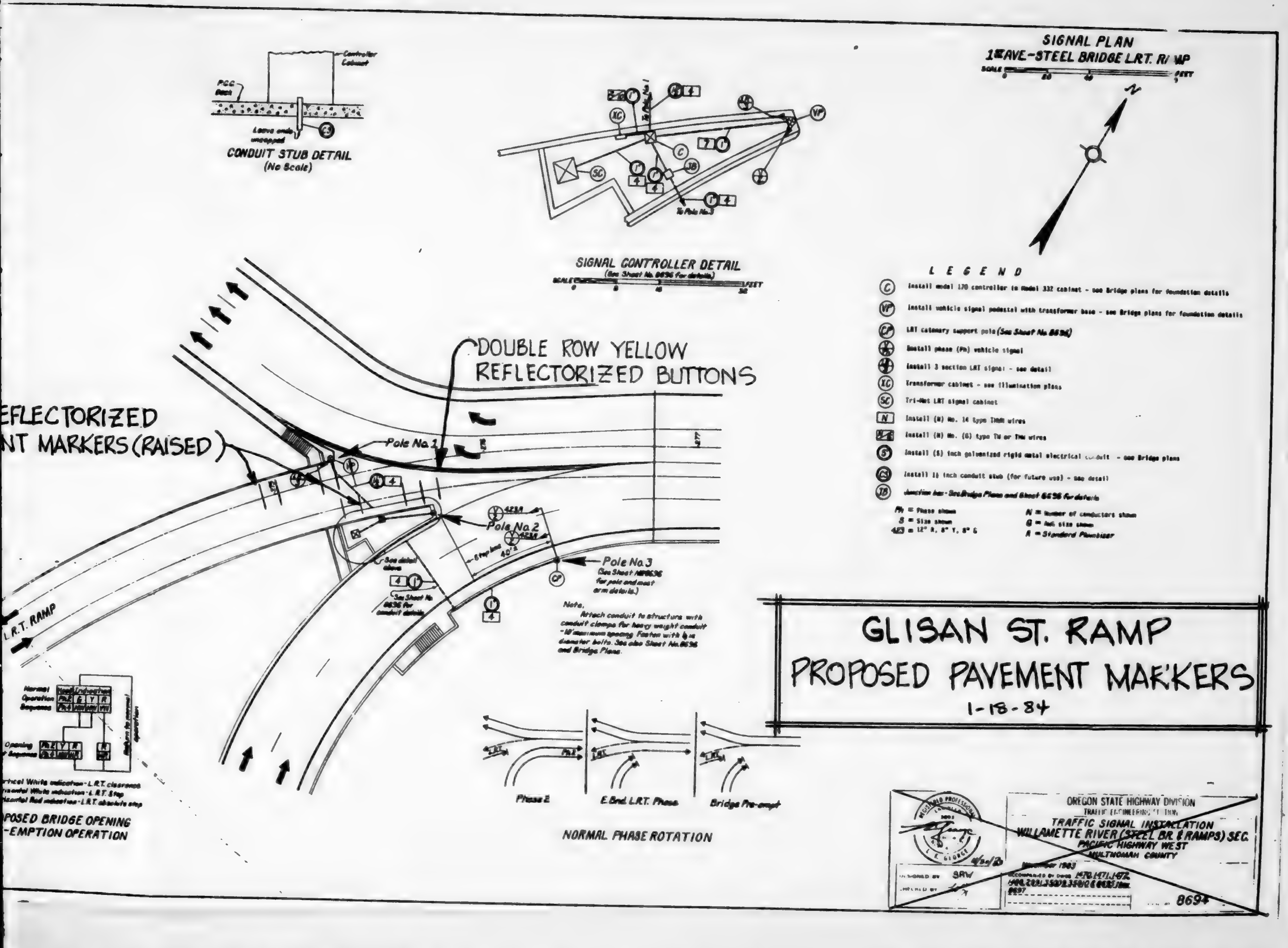
1-18-84

~~OREGON STATE HIGHWAY DIVIS~~
~~TRAFFIC ENGINEERING SECTION~~
~~TRAFFIC SIGNAL INSTALL~~
~~WILLAMETTE RIVER (STEEL BR. &~~
~~PACIFIC HIGHWAY WEST~~
~~MULTNOMAH COUNTY~~
~~November 1983~~
~~ACCOMPANIED BY DWGS 1470, 1471, 1472, 1496, 2291, 35012, 35012 & 8635, 8636, 8637~~
~~DESIGNED BY SRW~~
~~CHECKED BY~~
~~REGISTERED PROFESSIONAL ENGINEER~~
~~L. E. GEORGE~~
~~9/24/83~~

8

GLISAN ST. RAMP
PROPOSED PAVEMENT MARKERS

1-18-84


SIGNAL PLAN
1ST AVE.-STEEL BRIDGE L.R.T. RAMP
SCALE 0 20 40 FEET
N
CONDUIT STUB DETAIL
(No Scale)
Controller Cabinet
PCC Deck
Leave ends uncapped
SIGNAL CONTROLLER DETAIL
(See Sheet No. 8636 for details)
SCALE 0 5 10 20 FEET
To Pole No. 3
DOUBLE ROW YELLOW
REFLECTORIZED BUTTONS
EFLECTORIZED
NT MARKERS (RAISED)
Pole No. 1
Pole No. 2
Pole No. 3
(See Sheet No. 8636 for pole and mast arm details.)
Stop line
40'±
See detail above
See Sheet No. 8636 for conduit details
4231
L.R.T. RAMP
Normal Operation Sequence
Opening Sequence
Ph.2
G
Y
R
rtical White indication - L.R.T. clearance
rizontal White indication - L.R.T. Stop
rizontal Red indication - L.R.T. absolute stop
POSED BRIDGE OPENING
-EMPTION OPERATION
Phase 2
E.Bnd. L.R.T. Phase
Bridge Pre-empt
NORMAL PHASE ROTATION

Note.
Attach conduit to structure with conduit clamps for heavy weight conduit - 10' maximum spacing. Fasten with ⅜ in diameter bolts. See also Sheet No. 8636 and Bridge Plans.

L E G E N D

- Ⓒ Install model 170 controller in Model 332 cabinet - see Bridge plans for foundation details
- VP Install vehicle signal pedestal with transformer base - see Bridge plans for foundation details
- CP LRT catenary support pole (See Sheet No. 8636)
- Install phase (Ph) vehicle signal
- Install 3 section LRT signal - see detail
- XC Transformer cabinet - see illumination plans
- SC Tri-Met LRT signal cabinet
- N Install (N) No. 14 type THWN wires
- Install (N) No. (G) type TW or THW wires
- Ⓢ Install (S) inch galvanized rigid metal electrical conduit - see Bridge plans
- Install 1½ inch conduit stub (for future use) - see detail
- JB Junction box - See Bridge Plans and Sheet 8636 for details

Ph = Phase shown	N = Number of conductors shown
S = Size shown	G = AWG size shown
423 = 12" R, 8" Y, 8" G	R = Standard Pluralizer

~~OREGON STATE HIGHWAY DIVISION~~
~~TRAFFIC ENGINEERING SECTION~~
~~TRAFFIC SIGNAL INSTALLATION~~
~~WILLAMETTE RIVER (STEEL BR. & RAMPS) SEC.~~
~~PACIFIC HIGHWAY WEST~~
~~MULTNOMAH COUNTY~~
~~November 1983~~
~~ACCOMPANIED BY DWGS. 1470, 1471, 1472, 1498, 2991, 3500, 3500, & 8635 thru 8697~~
~~DESIGNED BY SRW~~
~~CHECKED BY~~
~~REGISTERED PROFESSIONAL ENGINEER~~
~~L. E. GEORGE~~
~~4/30/83~~
~~8694~~

.9746

F

ROW 12

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
E. S. HUNTER

In Reply Refer to
File No

January 20, 1984

Jeff Asay
Union Pacific Railroad
Company
P.O. Box 4265
Portland, Oregon 97208

RE: Steel Bridge
Multnomah County
Bridge 6683-B
Exhibit "B" for Agreement
to Jeff Asay

Dear Jeff:

Attached are new Exhibit "B"s with suggestions made by John Horney. I have examined them and think they are adequate for our purposes. Hopefully they will meet your requirements.

Cordially yours,

Bruce

J. B. Boyd, PE, PLS
Right of Way Manager

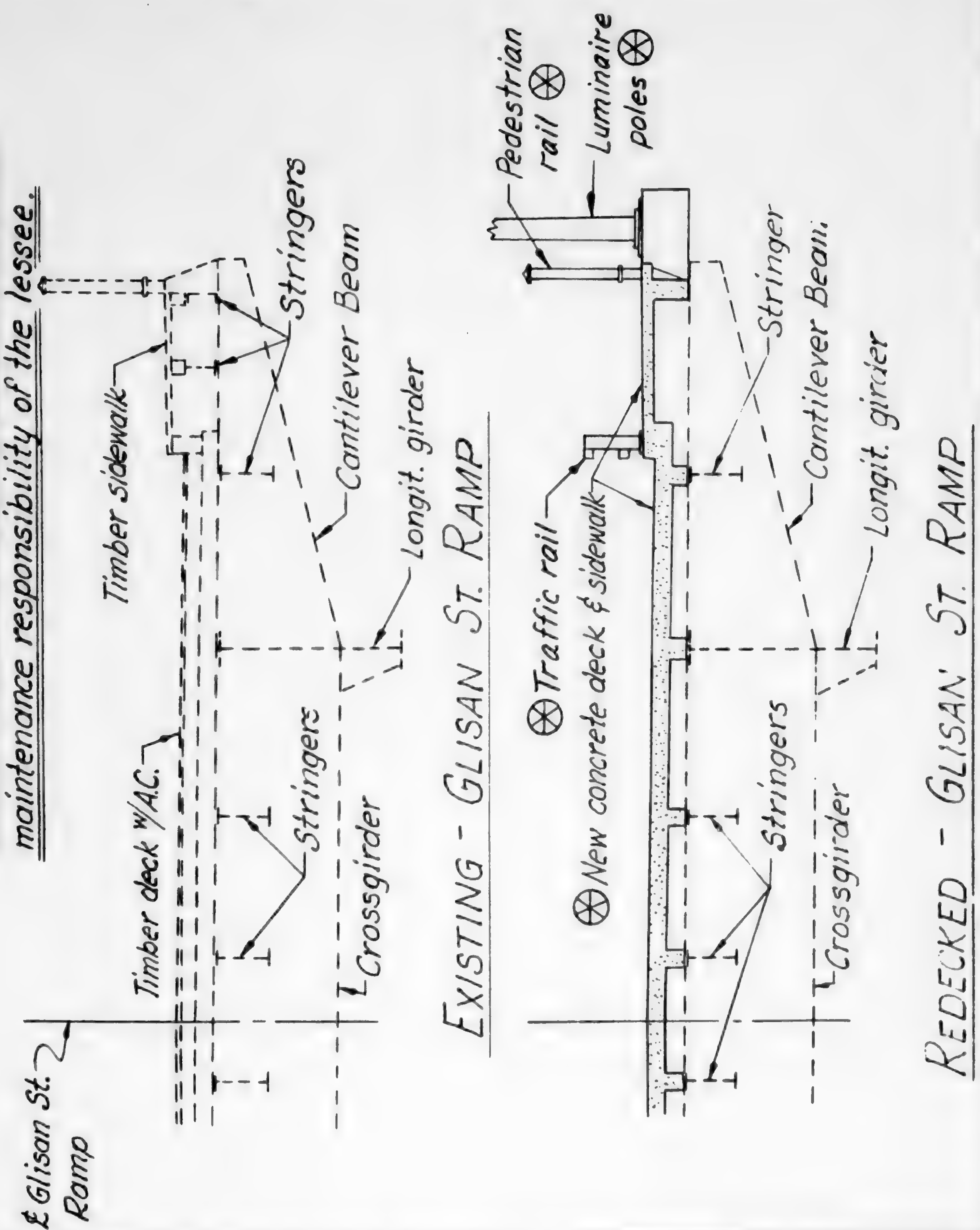
JBB:jr
attach.

cc: Walt Hart w/attach.
Ed Hunter w/attach. ✓

RECEIVED
TECHNICAL SERVICES
JAN 23 '84
REFER TO
FOR

Form 734-3122

Upper deck members marked thus ⊗ are the maintenance responsibility of the lessee.



℄ Glisan St. Ramp
Timber deck w/A.C.
Timber sidewalk
Stringers
Stringers
Cantilever Beam
Longit. girder
Crossgirder
⊗ New concrete deck & sidewalk
⊗ Traffic rail
Pedestrian rail ⊗
Luminaire poles ⊗
Stringer
Cantilever Beam
Longit. girder
Stringers
Crossgirder

EXISTING - GLISAN ST. RAMP

REDECKED - GLISAN ST. RAMP

OREGON STATE HIGHWAY DIVISION
BRIDGE SECTION

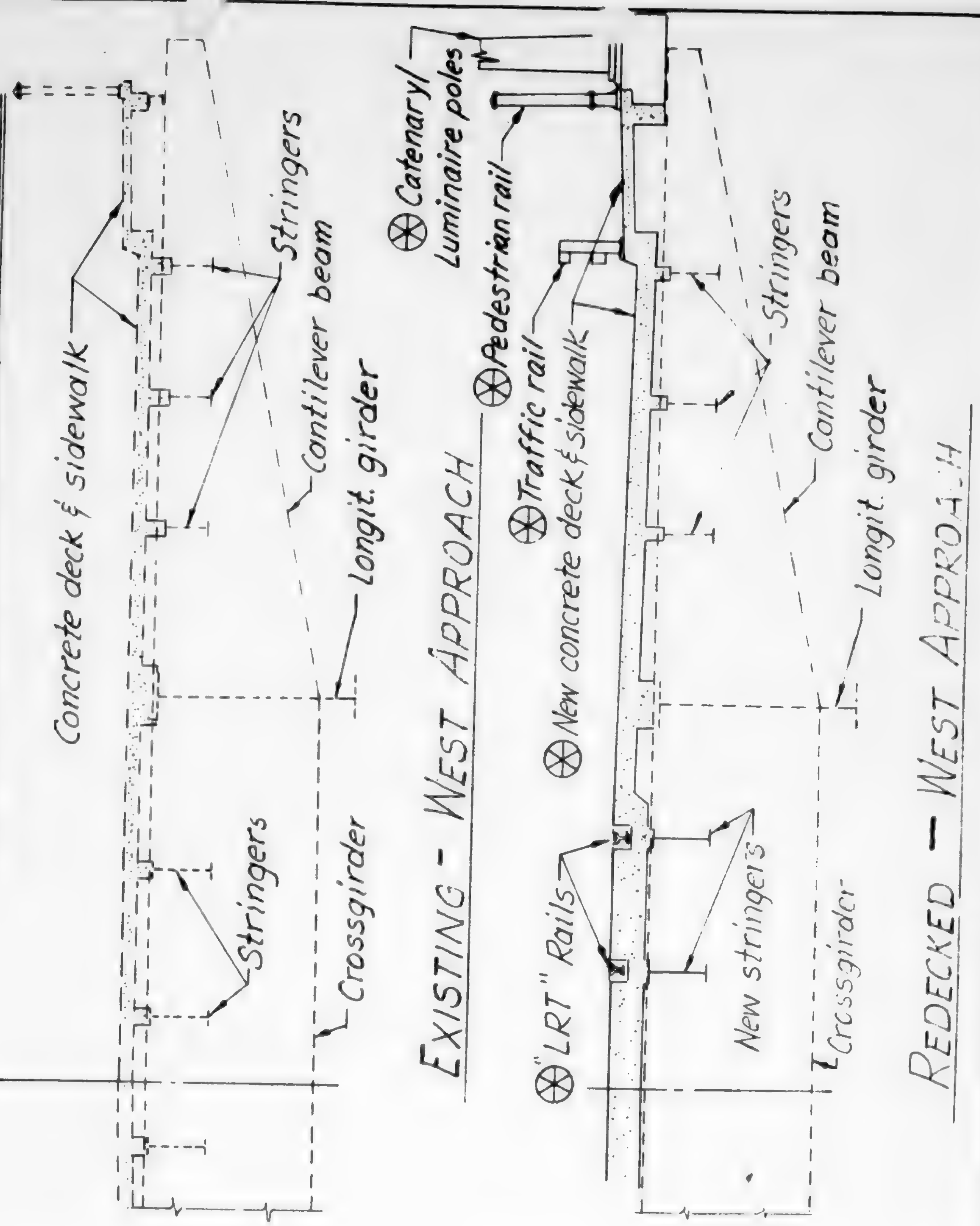
EXHIBIT "B" GLISAN ST. RAMP
DEFINITION - UPPER DECK MAINTENANCE BY LESSEE
STEEL BRIDGE AND RAMPS

APPROVED:

BRIDGE ENGINEER

BRIDGE NO. 6683 B
DATE JAN. 84 DRAWING NO
DRAWN

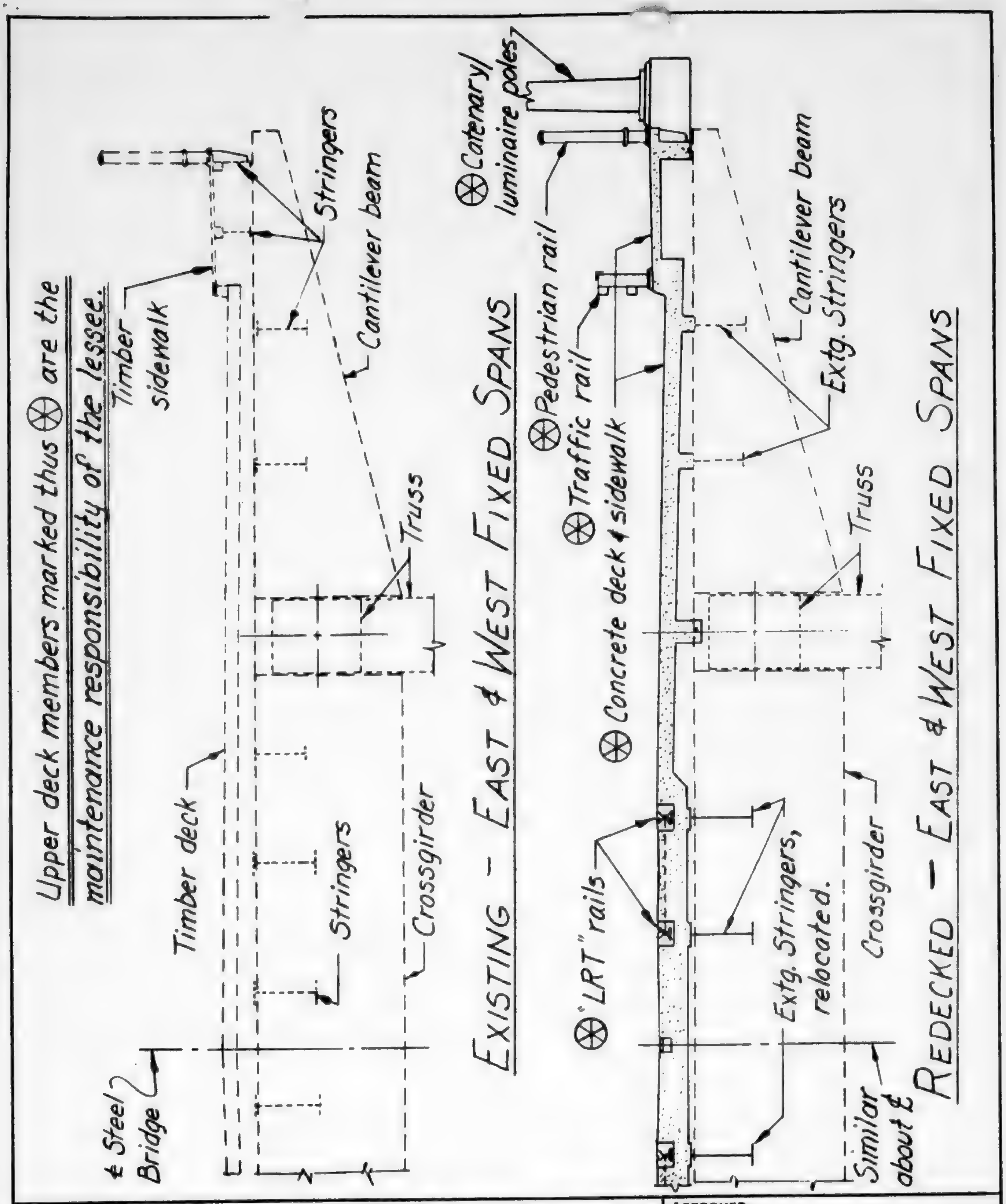
Upper deck members marked thus ⊗ are the maintenance responsibility of the lessee.


Concrete deck & sidewalk
Stringers
Cantilever beam
Longit. girder
Stringers
Crossgirder
EXISTING - WEST APPROACH
⊗ Catenary/ Luminaire poles
⊗ Pedestrian rail
⊗ Traffic rail
⊗ New concrete deck & sidewalk
⊗ "LRT" Rails
Stringers
Cantilever beam
Longit. girder
New stringers
Crossgirder
REDECKED - WEST APPROACH

OREGON STATE HIGHWAY DIVISION
BRIDGE SECTION

EXHIBIT "B" WEST APPROACH
DEFINITION - UPPER DECK MAINTENANCE BY LESSEE
STEEL BRIDGE AND RAMPS.

APPROVED:
BRIDGE ENGINEER
BRIDGE NO. 6683 B
DATE JAN. 84 DRAWING NO
DRAWN



Upper deck members marked thus ⊛ are the maintenance responsibility of the lessee.

EXISTING - EAST & WEST FIXED SPANS

REDECKED - EAST & WEST FIXED SPANS

Stringers
Cantilever beam
Timber sidewalk
Truss
Timber deck
Stringers
Crossgirder
℄ Steel Bridge
⊛ Catenary/luminaire poles
⊛ Pedestrian rail
⊛ Traffic rail
⊛ Concrete deck & sidewalk
Cantilever beam
Extg. Stringers
Truss
⊛ "LRT" rails
Extg. Stringers, relocated.
Crossgirder
Similar about ℄

OREGON STATE HIGHWAY DIVISION
BRIDGE SECTION

EXHIBIT "B" EAST & WEST FIXED SPANS
DEFINITION - UPPER DECK MAINTENANCE BY LESSEE
STEEL BRIDGE AND RAMPS

APPROVED:

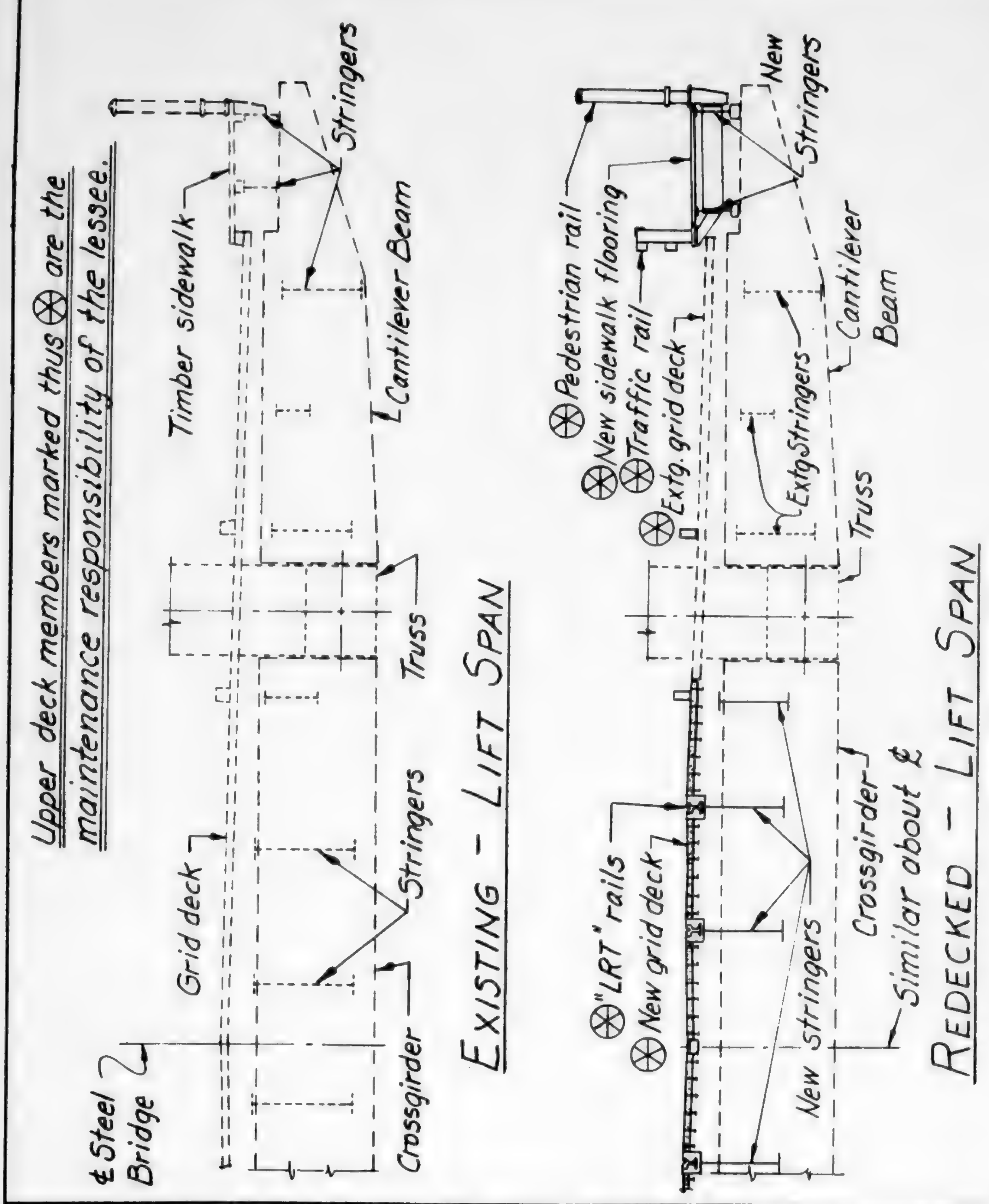
BRIDGE ENGINEER

BRIDGE NO. 6683B

DATE JAN. 84

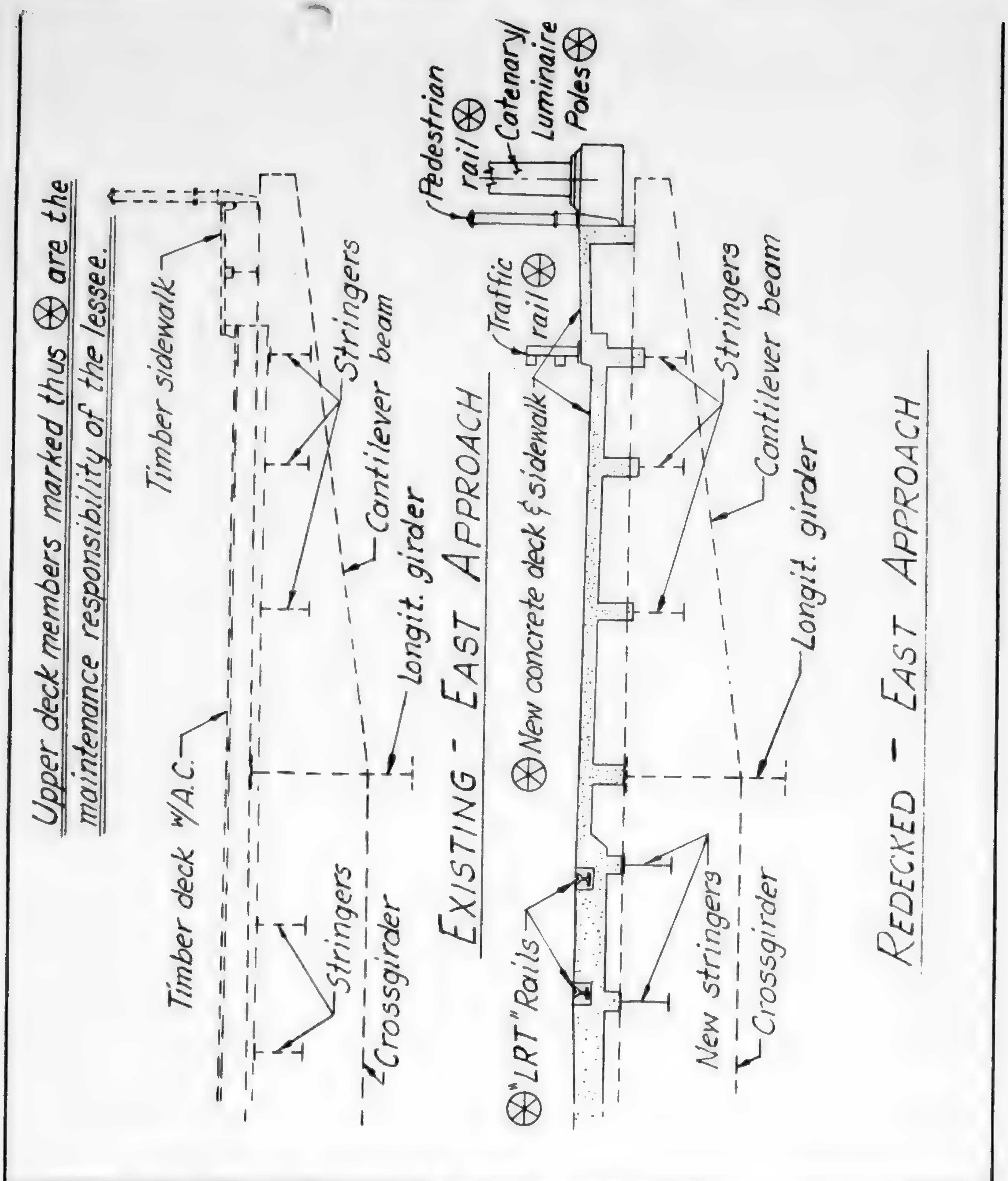
DRAWING NO

DRAWN


Stringers
Timber sidewalk
Cantilever Beam
Truss
Grid deck
Stringers
℄ Steel Bridge
Crossgirder
EXISTING - LIFT SPAN
New Stringers
Pedestrian rail
⊗ New sidewalk flooring
⊗ Traffic rail
⊗ Extg. grid deck
Cantilever Beam
Extg Stringers
Truss
⊗ "LRT" rails
⊗ New grid deck
New stringers
Crossgirder
Similar about ℄
REDECKED - LIFT SPAN

Upper deck members marked thus ⊗ are the maintenance responsibility of the lessee.

OREGON STATE HIGHWAY DIVISION BRIDGE SECTION	APPROVED:
EXHIBIT "B" LIFT SPAN DEFINITION-UPPER DECK MAINTENANCE BY LESSEE STEEL BRIDGE AND RAMPS	BRIDGE ENGINEER BRIDGE NO. 6683B DATE JAN. 84 DRAWING NO DRAWN



Upper deck members marked thus ⊗ are the maintenance responsibility of the lessee.

EXISTING - EAST APPROACH

REDECKED - EAST APPROACH

Timber sidewalk
Stringers
Cantilever beam
Longit. girder
Timber deck w/A.C.
Stringers
Crossgirder
Pedestrian rail ⊗
Catenary/ Luminaire Poles ⊗
Traffic rail ⊗
New concrete deck & sidewalk ⊗
Stringers
Cantilever beam
Longit. girder
"LRT" Rails ⊗
New stringers
Crossgirder

OREGON STATE HIGHWAY DIVISION
BRIDGE SECTION

EXHIBIT "B" EAST APPROACH
DEFINITION - UPPER DECK MAINTENANCE BY LESSEE
STEEL BRIDGE AND RAMPS

APPROVED:

BRIDGE ENGINEER

BRIDGE NO. 6683 B
DATE JAN. 84 DRAWING NO.
DRAWN

9718 1W 11

STATE OF OREGON

INTEROFFICE MEMO

Highway - Traffic

TRA 24-1

TO: N. E. Mann
Design Supervisor

DATE: December 20, 1983

FROM: L. E. George
Traffic Engineer

SUBJECT: Permanent Sign Study Plans
Willamette River (Steel Bridge and Ramps)
Pacific Highway West
Multnomah County

TE Versteeg
Anderson
/ Adams A
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
DEC 21 1983
ROAD DESIGN
SECTION

Do Not File ☐
Return To
Bring Up / /
Action

Attached are two prints of the approved sign study plans for the subject project.

This work should be included in the grading, paving, structure, and signal project scheduled for the January 26, 1984, bid opening.

L E George

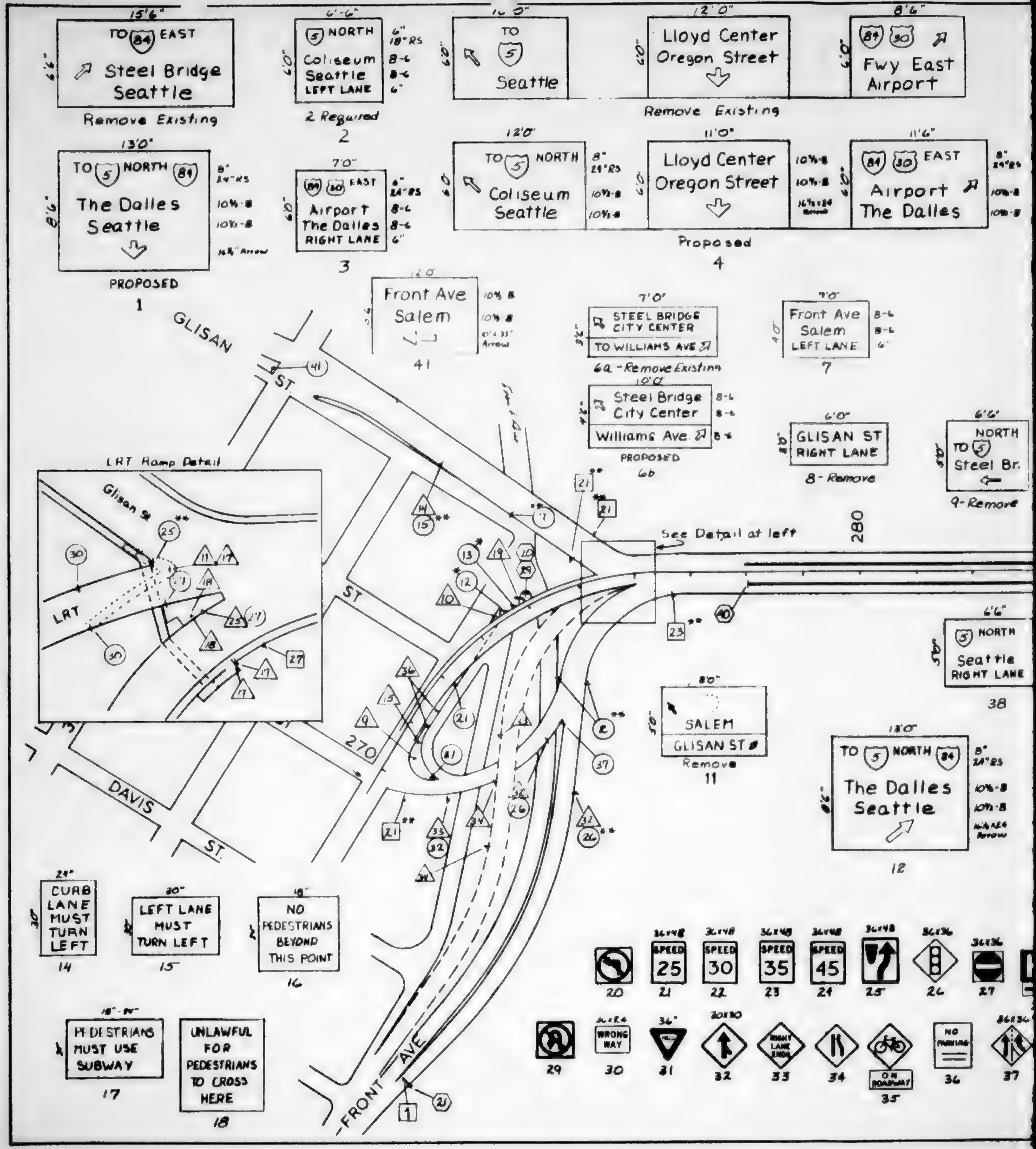
L. E. George
Traffic Engineer

ELS:ds
Attachments

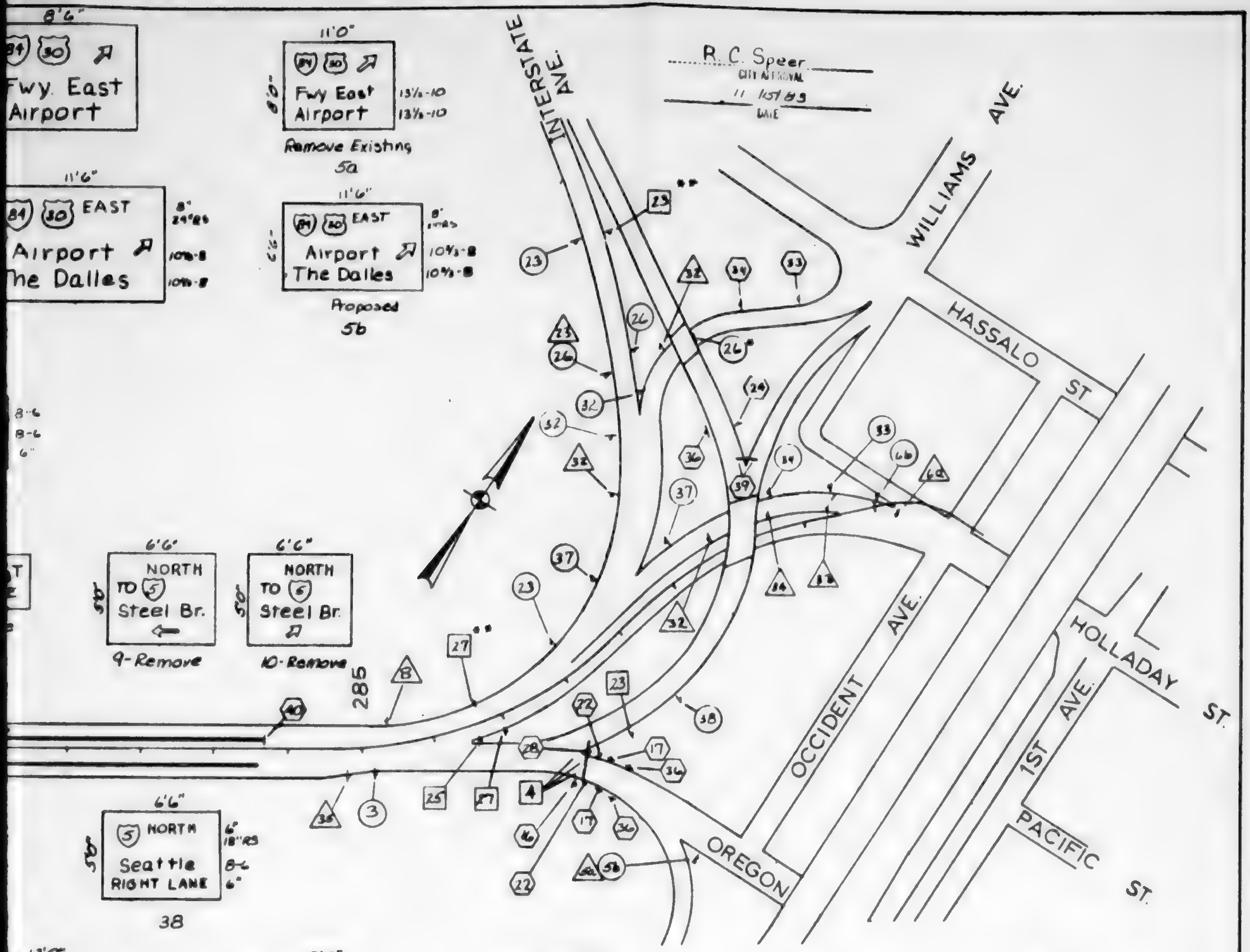
cc: E. L. Hardt
W. W. Geibel
M. D. Payne
R. W. Failmezger

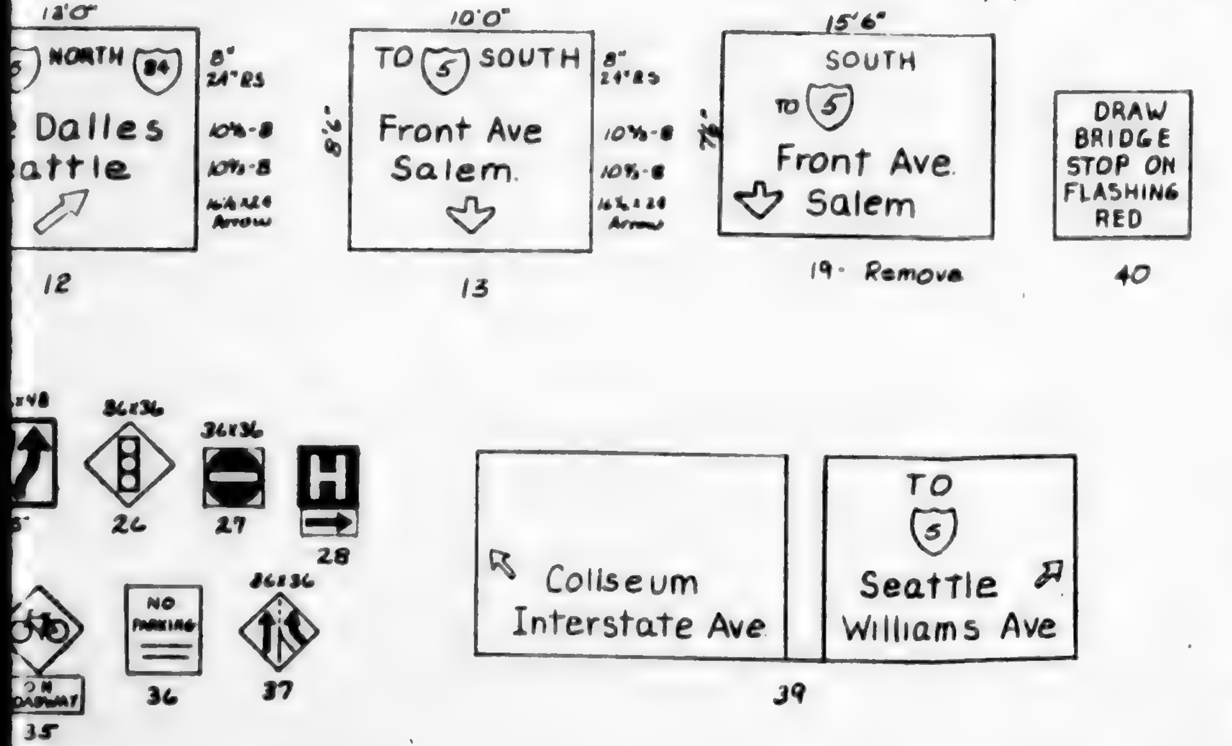
1 print kept by David

81-125-1387


15'6"
TO 84 EAST
Steel Bridge
Seattle
Remove Existing
6'-6"
5 NORTH
Coliseum
Seattle
LEFT LANE
6"
10"RS
8-6
8-6
6"
2 Required
2
10'0"
TO
5
Seattle
12'0"
Lloyd Center
Oregon Street
Remove Existing
8'6"
84 30
Fwy East
Airport
13'0"
TO 5 NORTH 84
The Dalles
Seattle
8"
24"RS
10½-8
10½-8
16½" Arrow
PROPOSED
1
7'0"
84 30 EAST
Airport
The Dalles
RIGHT LANE
6"
24"RS
8-6
8-6
6"
3
12'0"
TO 5 NORTH
Coliseum
Seattle
8"
24"RS
10½-8
10½-8
11'0"
Lloyd Center
Oregon Street
10½-8
10½-8
16½x20 Arrow
Proposed
4
11'6"
84 30 EAST
Airport
The Dalles
8"
24"RS
10½-8
10½-8
12'0"
Front Ave
Salem
10½-8
10½-8
Arrow
41
7'0"
STEEL BRIDGE
CITY CENTER
TO WILLIAMS AVE
6a - Remove Existing
10'0"
Steel Bridge
City Center
Williams Ave.
8-6
8-6
8-6
PROPOSED
6b
7'0"
Front Ave
Salem
LEFT LANE
8-6
8-6
6"
7
6'0"
GLISAN ST
RIGHT LANE
8 - Remove
6'6"
NORTH
TO 5
Steel Br.
9 - Remove
GLISAN
ST.
ST
DAVIS
ST.
FRONT AVE
LRT Ramp Detail
Glisan St
LRT
See Detail at left
280
270
8'0"
SALEM
GLISAN ST
Remove
11
6'6"
5 NORTH
Seattle
RIGHT LANE
38
13'0"
TO 5 NORTH 84
The Dalles
Seattle
8"
24"RS
10½-8
10½-8
Arrow
12
24"
CURB LANE MUST TURN LEFT
14
30"
LEFT LANE MUST TURN LEFT
15
18"
NO PEDESTRIANS BEYOND THIS POINT
16
18"-24"
PEDESTRIANS MUST USE SUBWAY
17
UNLAWFUL FOR PEDESTRIANS TO CROSS HERE
18
20
36x48
SPEED 25
21
36x48
SPEED 30
22
36x48
SPEED 35
23
36x48
SPEED 45
24
36x48
25
36x36
26
36x36
27
29
36x24
WRONG WAY
30
36"
31
30x30
32
RIGHT LANE ENDS
33
34
ON ROADWAY
35
NO PARKING
36
36x36
37

R. C. Speer
CITY APPROVAL
11/15/83
DATE


8'6"
84 30
Fwy. East
Airport
11'0"
84 30
Fwy East
Airport
13½-10
13½-10
Remove Existing
5a
11'6"
84 30 EAST
Airport
The Dalles
11'6"
84 30 EAST
Airport
The Dalles
10⅔-8
10⅔-8
Proposed
5b
6'6"
NORTH
TO 5
Steel Br.
9-Remove
6'6"
NORTH
TO 5
Steel Br.
10-Remove
6'6"
5 NORTH
Seattle
RIGHT LANE
38
INTERSTATE AVE.
WILLIAMS AVE.
HASSALO ST
OCCIDENT AVE.
HOLLADAY ST.
1ST AVE.
PACIFIC ST.
OREGON
285
23
26
32
24
33
37
36
39
34
6b
6a
8
27
40
22
28
17
4
25
3
35
16
5b


13'0"
5 NORTH 84
Dalles
attle
12
10'0"
TO 5 SOUTH
Front Ave
Salem
13
15'6"
SOUTH
TO 5
Front Ave.
Salem
19- Remove
DRAW
BRIDGE
STOP ON
FLASHING
RED
40
26
36x36
27
H
28
35
NO PARKING
36
36x36
37
Coliseum
Interstate Ave
TO
5
Seattle
Williams Ave
39

LEGEND

○ Install new sign on new support

☐ Remove existing sign. Install new sign on existing support

⬡ Existing sign to remain in place.

△ Remove existing sign.

* Mount sign on structure

** Mount sign on luminaire or LRT pole

SIGNING PROJECT

Willamette River (Steel Br & Ramps) Sect.
Pacific Highway West - Multnomah Co

Action	Date	Signature	Title
Submitted	11-3-83		Traffic Control Engr.
Approved	1/4/83		Sign Engineer
″	11/30/83		Traffic Engineer
″			Asst. Hwy. Engr.
Accepted	12-5-83		FHWA

F

HIGHWAY DIVISION - DEPARTMENT OF TRANSPORTATION LOC 3

FILES December 19, 1983

H. S. Coulter
State Highway Engineer

Footpaths and Bicycle Trails
January 26, 1984 Bid Letting

This is an informational report to document the Highway Division's action taken with regard to establishing footpaths and bicycle trails as set forth in ORS 366.514. Bids will be opened January 26, 1984 on the following projects:

1. Willamette River (Steel Bridge and Ramps)
   Pacific Highway West, Multnomah County

   Structure.

   Sidewalks on structure and approaches are being rebuilt with barrier on traffic side.

HSC:RPS:ge

cc E. S. Hunter
D. G. Talbot
L. E. George
F. E. Terpin
George Bell
Don Harwell

STATE OF OREGON **INTEROFFICE MEMO**

TO: Bob Gormsen, Manager
Commission Services

DATE: November 10, 1983

JB Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Supplemental Agreement No. 2
Banfield Transitway Project
Steel Bridge Section

MISC. CONTRACTS and AGREEMENTS No. 7630

Attached is a fully executed original of Supplemental Agreement No. 2. Please enter this Agreement in your records.

JBB:jh

cc: Fred Miller w/attach.
H. S. Coulter w/attach.
E. S. Hunter w/attach.
Walt Hart w/attach.
Ed Hardt w/attach.
Roger Trygstad w/attach.
Tuck Wilson w/attach.

RECEIVED
NOV 10 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

81-125-1387

TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON

TRI-MET
4012 SE 17th AVENUE
PORTLAND, OREGON 97202
Telephone 238-4893

November 2, 1983

RECEIVED
DOT DIRECTOR
NOV 3 '83
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

cy

RECEIVED
STATE HWY ENGR
NOV 3 '83
REFER TO Boyd
FOR
Info | Inves | R/D | D/R | Sign | Act X | File

Mr. J. B. Boyd, P.E., P.L.S.
Right-of-Way Manager
Oregon Department of Transportation
Transportation Building
Salem, OR 97310

RE: Steel Bridge & Ramps
Banfield Transitway
Bridge No. 6683B

Dear Bruce:

Your letter of October 26 expressed further concern about the inclusion of track embedment material and trackwork in ODOT's Steel Bridge contract, apparently on two counts:

1. The results of our final tests would not be available in time to make any necessary addenda to the bid documents;
2. You are "...reluctant to commit...to an unproved product...".

With respect to the first concern, we sent a letter to Bob Sandmann on October 28, which obviously crossed in the mail with yours, giving our detailed testing schedule. That letter (copy attached) concludes:

> "If we do become aware of any potential changes, (as a result of testing) we shall notify you by December 2, 1983, and provide revised contract documents by December 9, 1983."

The schedule in our October 28 letter is definite and accurate.

With respect to your second concern about "unproved products", please refer once again to my letter of October 18, which confirms our confidence in the track embedment material specifications. All three materials available have undergone previous tests and meet the specifications. Review of these materials has been made not only by Tri-Met's own experienced track design engineer, but by our consultants, Bechtel Corporation and L.T. Klauder and Associates. The purpose of this final test is not to "prove" the material, but to see if we can learn something more about application procedures that will reduce construction costs and increase effectiveness. That will be important, not so much for the Steel Bridge as for downtown construction, which involves about 30 times the length of track embedment that is included in the Steel Bridge.

Because of the reluctance expressed by Walt Hart in our meeting of October 17, we did explore the schedule implications of removing trackwork and track embedment material from the ODOT Steel Bridge contract. We concluded that doing so would involve so many changes to the plans and specs now in your hands that it would delay your bid opening for the Steel Bridge contract; and that it would further result in delay in getting track laid and an extension of time when the Steel Bridge was closed to traffic. This latter delay would be necessary to avoid having two contractors - yours and our trackwork contractor - working on the bridge at the same time.

Please proceed on the basis of my letter to you on October 18, and Tony Venturato's letter of October 28.

Very truly yours,

Paul N. Bay

Paul N. Bay, P.E.
Executive Director
Planning and Development

PNB:Pe
Enclosure

cc: ✓ Fred Miller w/enclosure
H. S. Coulter "
E. S. Hunter "
E. L. Hardt "
W. J. Hart "
R. E. Sandmann "

TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON

TRI-MET
4012 S.E. 17TH AVENUE
PORTLAND, OREGON 97202

BANFIELD LIGHT RAIL PROJECT
421 S.W. 5TH, SUITE 600
PORTLAND, OREGON 97204

05.14.13
05.14.20

October 28, 1983

NOV 1 1983
PLANNING DIRECTOR

Mr. Robert A. Sandmann
Project Engineer
Oregon Department of Transportation
5821 N.E. Glisan
Portland, Oregon 97213

Subject: Light Rail Test Track Schedule

Dear Bob:

Attached for your information is a copy of our schedule for the three test track sections to be constructed in the Ruby Junction Yard. These sections will be constructed according to the "track on slab" details planned for use in Line Section 4, including the Steel Bridge. Each of the three elastomeric track isolation materials currently under consideration will be installed and tested, one of the types per test section.

Although this work will be performed in a manner consistent with the plans and specifications already forwarded to you, it has been timed to permit preparation and distribution of addenda for the Steel Bridge and LS-4A contracts, without affecting their respective bid opening dates, should information gained justify changing those contract documents. If we do become aware of any potential changes, we shall notify you by December 2, 1983, and provide revised contract documents by December 9, 1983.

If you wish to observe the actual installation and testing of the materials, we would be happy to arrange for you to be present during the activities which interest you.

Sincerely,

Tony Venturato

Anthony P. Venturato
Director
Banfield Light Rail Project

APV/cs

Banfield Light Rail Project

cc: Aubrey Davis
Paul Bay
Don MacDonald
Roger Shiels

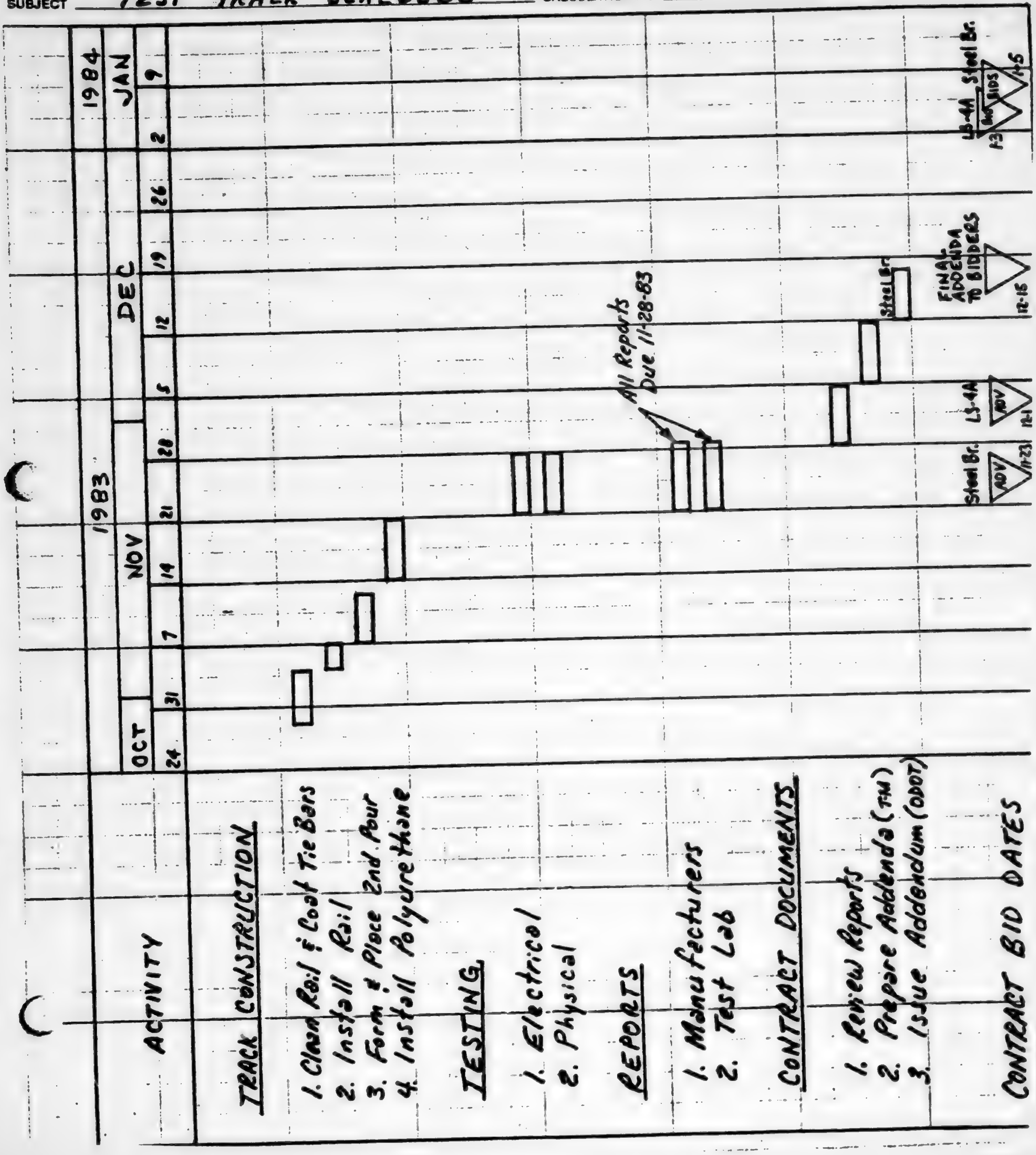
CALCULATION SHEET

DATE REV. 10-27-83

DESIGN BY R. Lutz DATE 10-26-83 CHECKED BY ______ SHEET NO. ______

PROJECT BANFIELD LIGHT RAIL PROJECT LS-4 JOB NO. ______

SUBJECT TEST TRACK SCHEDULE CALCULATION NO. ______ FILE NO. ______



TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON

TRI-MET
4012 SE 17th AVENUE
PORTLAND, OREGON 97202
Telephone 238-4893

October 18, 1983

Mr. J. B. Boyd
Right-of-Way Manager
Oregon Department of Transportation
Transportation Building
Salem, OR 97310

Re: Steel Bridge Contract

Dear Bruce:

As promised yesterday, I am writing to confirm Tri-Met's desire to include trackwork construction and polyurethane track embedment material in ODOT's plans and specs for Steel Bridge work.

While it is true that our testing of the track embedment material is undergoing a final check in the next four weeks, we do not anticipate any significant changes in application specifications. Prior testing has given us a high confidence level in the material. Further, the need to assure corrosion control to the satisfaction of the railroads makes the Steel Bridge the single place along the entire alignment where electrical isolation of the tracks is most critical.

The plans and specs previously provided to you for trackwork and track embedment on the Steel Bridge and ramps should be considered final for your bid documents. Changes, if any, will be minor and easily handled by addendum.

Very truly yours,

Paul N. Bay
Executive Director
Planning and Development

PNB:Pe

cc: Tony Venturato
Scott Farnsworth
Brian Playfair
Ed Hardt
Walt Hart
Bob Sandmann

1796

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

ROW 12

October 26, 1983

In Reply Refer to
File No

Paul Bay
Executive Director
Planning and Development
Tri-Met
4012 S.E. 17th Avenue
Portland, Oregon 97202

RE: Steel Bridge & Ramps
Banfield Transitway
Bridge No. 6683B

Dear ~~Mr. Bay~~ Paul:

On October 25, 1983, we requested by telephone, from Tri-Met, the date of the proposed field testing of the elastomeric rail material. Scott Farnsworth returned our call and indicated that the negotiations with your contractor are being pursued, but that the testing definitely will not be this week (October 24 - 28), possibly next week (October 31 - November 4), and more than likely the following week (November 7 - 11).

In previous meetings we have been told that the required time between the date of testing and the date the data is available for review and final selection of suppliers, is 45 days. If we assume the testing is done on November 9, the review date is December 23. We have previously instructed Tri-Met that the latest date to send out a letter of addendum for the contract is two weeks prior to the bid opening date of January 5, 1984. That means the letter of addendum has to be sent December 23. Obviously, we have no time to review the data and make any design adjustments.

If the material does not meet design requirements, the contract would either have to be aborted or the trackwork omitted. Even if the trackwork is omitted from the contract, the bid opening date would have to be delayed in order to make revisions to the drawings and specifications.

We are encouraging you to make every effort to complete the field testing at the earliest possible date in order to prevent the potential delay in the bid opening. We are very reluctant to commit ourselves to an unproved product that has such a significant effect on the contract.

Very truly yours,

Bruce

B. Boyd, PE, PLS
Right of Way Manager

RECEIVED
TATE HWY ENG
OCT 27 '83
REFER TO
Schwartz
FOR
X Info | Inves | R/D | D/R | Sign | Act | F

JBB:jh
cc: Fred Miller
H. S. Coulter
E. S. Hunter
E. L. Hardt
W. J. Hart

NOTED
W. E. SCHWARTZ

Form 734-3122

ROAD DESIGN - HIGHWAY DES 16

Robert Sandman
Project Manager

October 18, 1983

N. E. Mann
Design Team Supervisor

Willamette River (Steel Bridge & Ramps)
Pacific Highway West
Multnomah County

There is no apparent conflict with the proposed 54" sewer line and the proposed new Holladay ramp.

The crown of the sewer pipe falls 4' - 5' below the ramp subgrade. See attachment.

NEM:mg

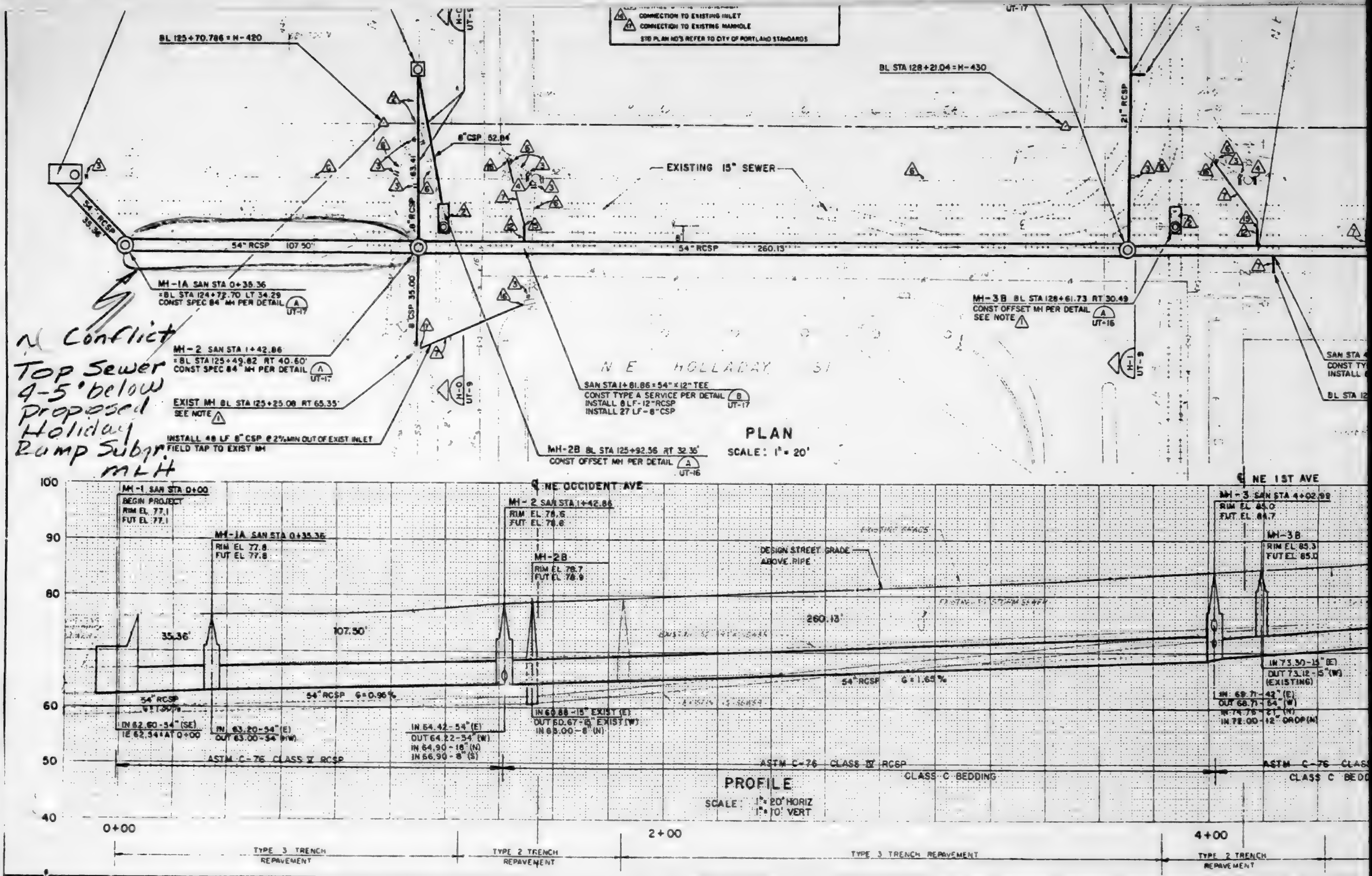
cc: Mike Harris w/attachment

cy
MG 10/18

RECEIVED
OCT 18 1983
ROAD DESIGN
SECTION

[illegible]
Anderson
Adams
Macnab
[illegible]
Turpin
[illegible]
[illegible]

Do Not File ☐
Return To
Bring Up ...../...../.....
Action

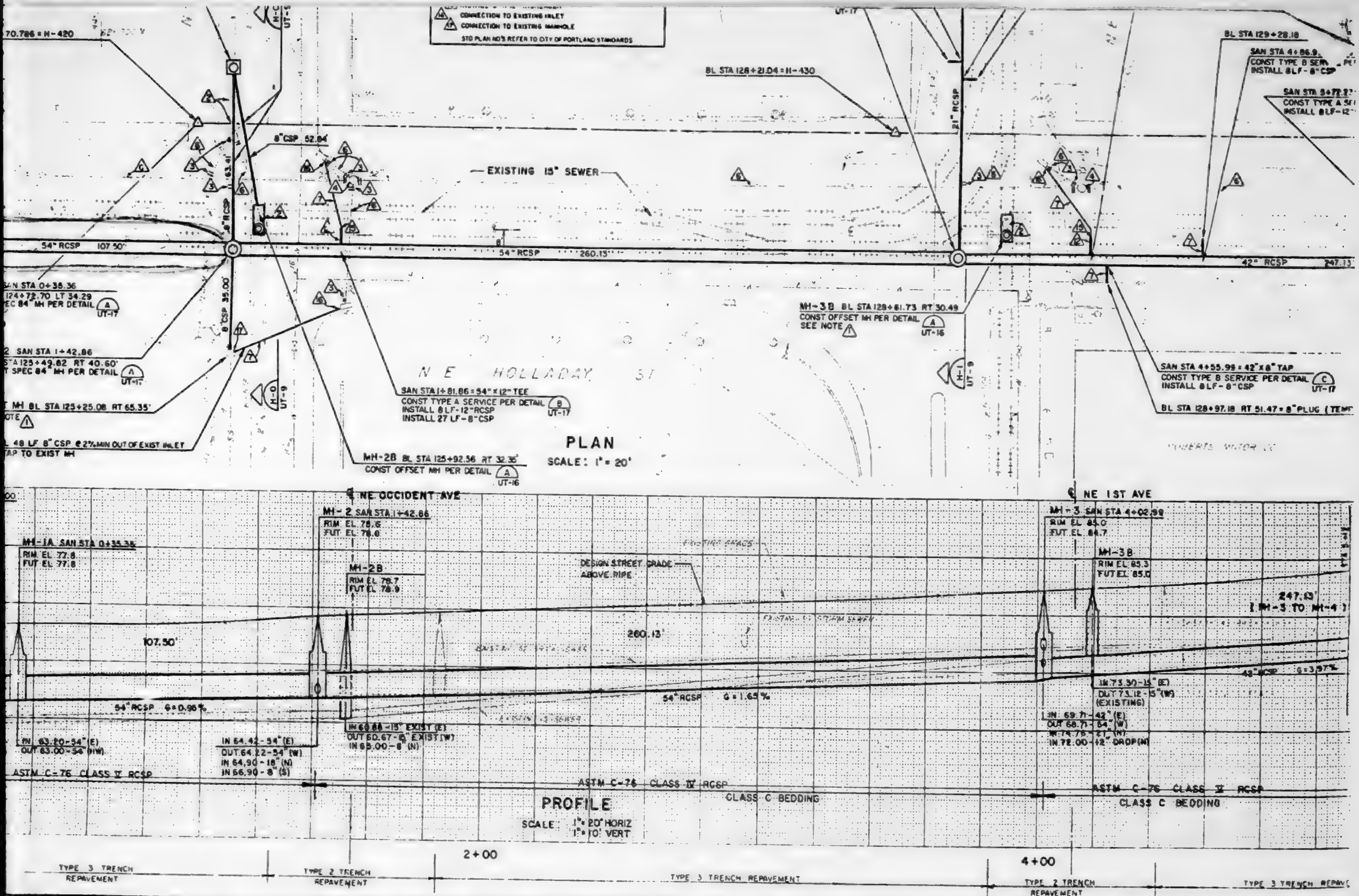

CONNECTION TO EXISTING INLET
CONNECTION TO EXISTING MANHOLE
STD PLAN NO'S REFER TO CITY OF PORTLAND STANDARDS
BL 125+70.786 = H-420
BL STA 128+21.04 = H-430
21" RCSP
8" CSP 52.84
EXISTING 15" SEWER
54" RCSP 35.36
54" RCSP 107.50'
54" RCSP 260.13'
8" CSP 35.00
MH-1A SAN STA 0+35.36
= BL STA 124+72.70 LT 34.29
CONST SPEC 84" MH PER DETAIL A UT-17
MH-2 SAN STA 1+42.86
= BL STA 125+49.82 RT 40.60'
CONST SPEC 84" MH PER DETAIL A UT-17
EXIST MH BL STA 125+25.08 RT 65.35'
SEE NOTE 1
INSTALL 48 LF 8" CSP @ 2% MIN OUT OF EXIST INLET
FIELD TAP TO EXIST MH
N E HOLLADAY ST
SAN STA 1+81.86 = 54" x 12" TEE
CONST TYPE A SERVICE PER DETAIL B UT-17
INSTALL 8 LF-12" RCSP
INSTALL 27 LF-8" CSP
MH-2B BL STA 125+92.56 RT 32.36'
CONST OFFSET MH PER DETAIL A UT-16
MH-3B BL STA 128+61.73 RT 30.49
CONST OFFSET MH PER DETAIL A UT-16
SEE NOTE 1
H-0 UT-9
H-1 UT-9
SAN STA 4
CONST TY
INSTALL
BL STA 12
PLAN
SCALE: 1" = 20'
100
90
80
60
50
40
MH-1 SAN STA 0+00
BEGIN PROJECT
RIM EL 77.1
FUT EL 77.1
MH-1A SAN STA 0+35.36
RIM EL 77.8
FUT EL 77.8
℄ NE OCCIDENT AVE
MH-2 SAN STA 1+42.86
RIM EL 78.6
FUT EL 78.6
MH-2B
RIM EL 78.7
FUT EL 78.9
35.36'
107.50'
260.13'
DESIGN STREET GRADE ABOVE PIPE
EXISTING STORM SEWER
54" RCSP G = 1.30%
54" RCSP G = 0.96%
54" RCSP G = 1.65%
IN 62.60 - 54" (SE)
IE 62.34 ± AT 0+00
IN 63.20 - 54" (E)
OUT 63.00 - 54" (W)
IN 64.42 - 54" (E)
OUT 64.22 - 54" (W)
IN 64.90 - 18" (N)
IN 66.90 - 8" (S)
IN 60.88 - 15" EXIST (E)
OUT 60.67 - 8" EXIST (W)
IN 68.00 - 8" (N)
℄ NE 1ST AVE
MH-3 SAN STA 4+02.99
RIM EL 85.0
FUT EL 84.7
MH-3B
RIM EL 85.3
FUT EL 85.0
IN 73.30 - 15" (E)
OUT 73.12 - 15" (W)
(EXISTING)
IN 69.71 - 42" (E)
OUT 68.71 - 54" (W)
IN 74.75 - 21" (N)
IN 72.00 - 12" DROP (N)
ASTM C-76 CLASS V RCSP
ASTM C-76 CLASS IV RCSP
CLASS C BEDDING
ASTM C-76 CLAS
CLASS C BEDD
PROFILE
SCALE: 1" = 20' HORIZ
1" = 10' VERT
0+00
2+00
4+00
TYPE 3 TRENCH REPAVEMENT
TYPE 2 TRENCH REPAVEMENT
TYPE 3 TRENCH REPAVEMENT
TYPE 2 TRENCH REPAVEMENT

N Conflict
Top Sewer
4-5' below
Proposed
Holiday
Ramp Subgr.
MLH

DESIGNED DATE

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

DRWG NO


CONNECTION TO EXISTING INLET
CONNECTION TO EXISTING MANHOLE
STD PLAN NO'S REFER TO CITY OF PORTLAND STANDARDS
70.786 = H-420
BL STA 128+21.04 = H-430
BL STA 129+28.18
SAN STA 4+86.9
CONST TYPE B SERV
INSTALL 8LF-8" CSP
CONST TYPE A SE
INSTALL 8LF-12"
8" CSP 52.84
EXISTING 15" SEWER
21" RCSP
54" RCSP 107.50'
54" RCSP 260.13'
42" RCSP 247.13'
SAN STA 0+35.36
124+72.70 LT 34.29
SPEC 84" MH PER DETAIL A UT-17
8" CSP 35.00
2 SAN STA 1+42.86
STA 125+49.82 RT 40.60'
SPEC 84" MH PER DETAIL A UT-17
MH BL STA 125+25.08 RT 65.35'
48 LF 8" CSP @ 2% MIN OUT OF EXIST INLET
TAP TO EXIST MH
MH-3B BL STA 128+61.73 RT 30.49
CONST OFFSET MH PER DETAIL A UT-16
SEE NOTE
SAN STA 4+55.99 = 42" x 8" TAP
CONST TYPE B SERVICE PER DETAIL C UT-17
INSTALL 8LF-8" CSP
BL STA 128+97.18 RT 51.47 = 8" PLUG (TEMP
N E HOLLADAY ST
SAN STA 1+81.86 = 54" x 12" TEE
CONST TYPE A SERVICE PER DETAIL B UT-17
INSTALL 8LF-12" RCSP
INSTALL 27 LF-8" CSP
MH-2B BL STA 125+92.56 RT 32.35'
CONST OFFSET MH PER DETAIL A UT-16
PLAN
SCALE: 1" = 20'
℄ NE OCCIDENT AVE
℄ NE 1ST AVE
MH-1A SAN STA 0+35.36
RIM EL 77.8
FUT EL 77.8
MH-2 SAN STA 1+42.86
RIM EL 78.6
FUT EL 78.6
MH-2B
RIM EL 78.7
FUT EL 78.9
MH-3 SAN STA 4+02.99
RIM EL 85.0
FUT EL 84.7
MH-3B
RIM EL 85.3
FUT EL 85.0
DESIGN STREET GRADE ABOVE PIPE
EXISTING GRADE
107.50'
260.13'
247.13' (MH-3 TO MH-4)
54" RCSP G = 0.98%
54" RCSP G = 1.65%
42" RCSP G = 3.97%
IN 63.20-54" (E)
OUT 63.00-54" (W)
IN 64.42-54" (E)
OUT 64.22-54" (W)
IN 64.90-18" (N)
IN 66.90-8" (S)
IN 60.88-15" EXIST (E)
OUT 60.67-8" EXIST (W)
IN 65.00-8" (N)
IN 73.90-15" (E)
OUT 73.12-15" (W)
(EXISTING)
IN 69.71-42" (E)
OUT 68.71-54" (W)
IN 74.75-21" (N)
IN 72.00-42" DROP (N)
ASTM C-76 CLASS II RCSP
ASTM C-76 CLASS IV RCSP
CLASS C BEDDING
ASTM C-76 CLASS V RCSP
CLASS C BEDDING
PROFILE
SCALE: 1" = 20' HORIZ
1" = 10' VERT
2+00
4+00
TYPE 3 TRENCH REPAVEMENT
TYPE 2 TRENCH REPAVEMENT
TYPE 3 TRENCH REPAVEMENT
TYPE 2 TRENCH REPAVEMENT
TYPE 3 TRENCH REPAVE

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

NE HOLLA

DRWG NO UT-1

ROAD DESIGN - HIGHWAY DES 16

Robert Sandman
Project Manager

October 18, 1983

N. E. Mann
Design Team Supervisor

Willamette River (Steel Bridge & Ramps)
Pacific Highway West
Multnomah County

Dale Fencken, Bechtel Brothers, requested information regarding flow lines of the inlets on the Holladay Street ramp. Our policy is that this type of information be furnished to outside people and organizations through the region level.

Attached are sketches showing the requested information. It should be pointed out that this information is not final and is subject to change. Would you review it and pass it on to:

Dale Fencken, Bechtel Bros.
Suite 640
421 SW 5th
Portland, Oregon

NEM:mg

cc: Mike Harris w/attachment
Ed Hardt " "

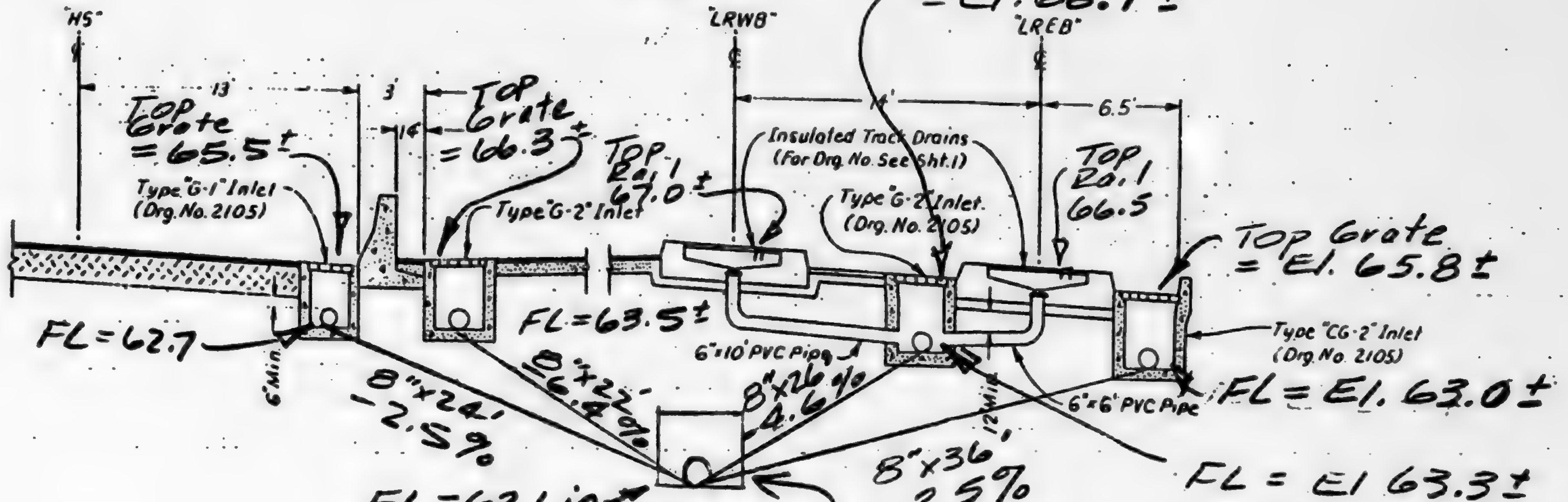
cy
mc
10/18

Versteeg ✓
Anderson
Adams
Macnab
[illegible]
Turpin
Trent
[illegible]

RECEIVED
OCT 18 1983
ROAD DESIGN SECTION

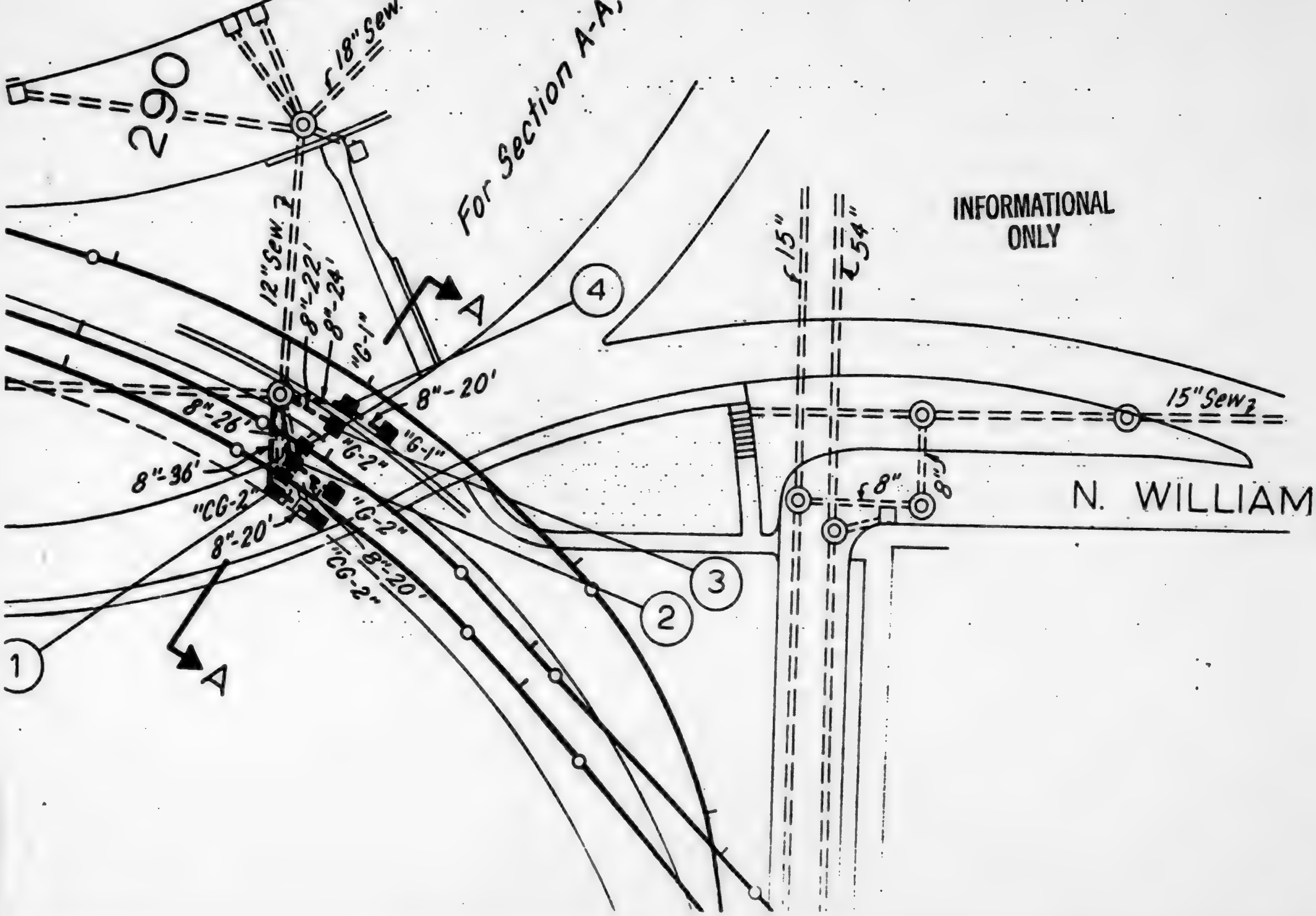
Do Not File ☐
Return To
Bring Up / /
Action

INFORMATIONAL ONLY


"HS"
"LRWB"
"LREB"
13
3'
14'
6.5'
Top Grate = 65.5±
Type "G-1" Inlet (Drg. No. 2105)
Top Grate = 66.3±
Type "G-2" Inlet
Top Rail 67.0±
Insulated Track Drains (For Drg. No. See Sht. 1)
Type "G-2" Inlet. (Drg. No. 2105)
Top Grate = El. 66.1±
Top Rail 66.5
Top Grate = El. 65.8±
Type "CG-2" Inlet (Drg. No. 2105)
FL=62.7
6" Min.
FL=63.5±
6"×10" PVC Pipe
12" Min.
6"×6" PVC Pipe
FL = El. 63.0±
FL = El 63.3±
8"×24' -2.5%
8"×22' -6.4%
8"×26' -4.6%
8"×36' -2.5%
FL=62.1 in
Existing Manhole

SECTION A-A
(See Sht. 3B, For Plan)
DRAIN DETAIL

G-1


290
℄ 18" Sew.
For Section A-A, See Sht. 2C
12" Sew 1
8"-22'
8"-24'
"G-1"
A
4
8"-20'
8"-26'
"G-2"
"G-1"
8"-36'
"CG-2"
"G-2"
8"-20'
8"-20'
"CG-2"
A
1
2
3
℄ 15"
℄ 54"
15" Sew 1
℄ 8"
8"
N. WILLIAMS AVE.

INFORMATIONAL ONLY

10

ROAD DESIGN SECTION DES 16

Jerald Backstrand
Assistant Bridge Engineer

October 13, 1983

Donald R. Adams
Final Design Engineer

Willamette River (Steel Bridge and Ramps) Section
Pacific Highway West
Multnomah County

The temporary impact barriers for the above section are required.

Please prepare design, plans for the temporary impact barriers, and return a copy to us.

Attached is a plan showing the required locations.

DH:ja

Attachment

cc W. G. Beard
N. E. Mann

1 Versteeg	RECEIVED	
Andersen		
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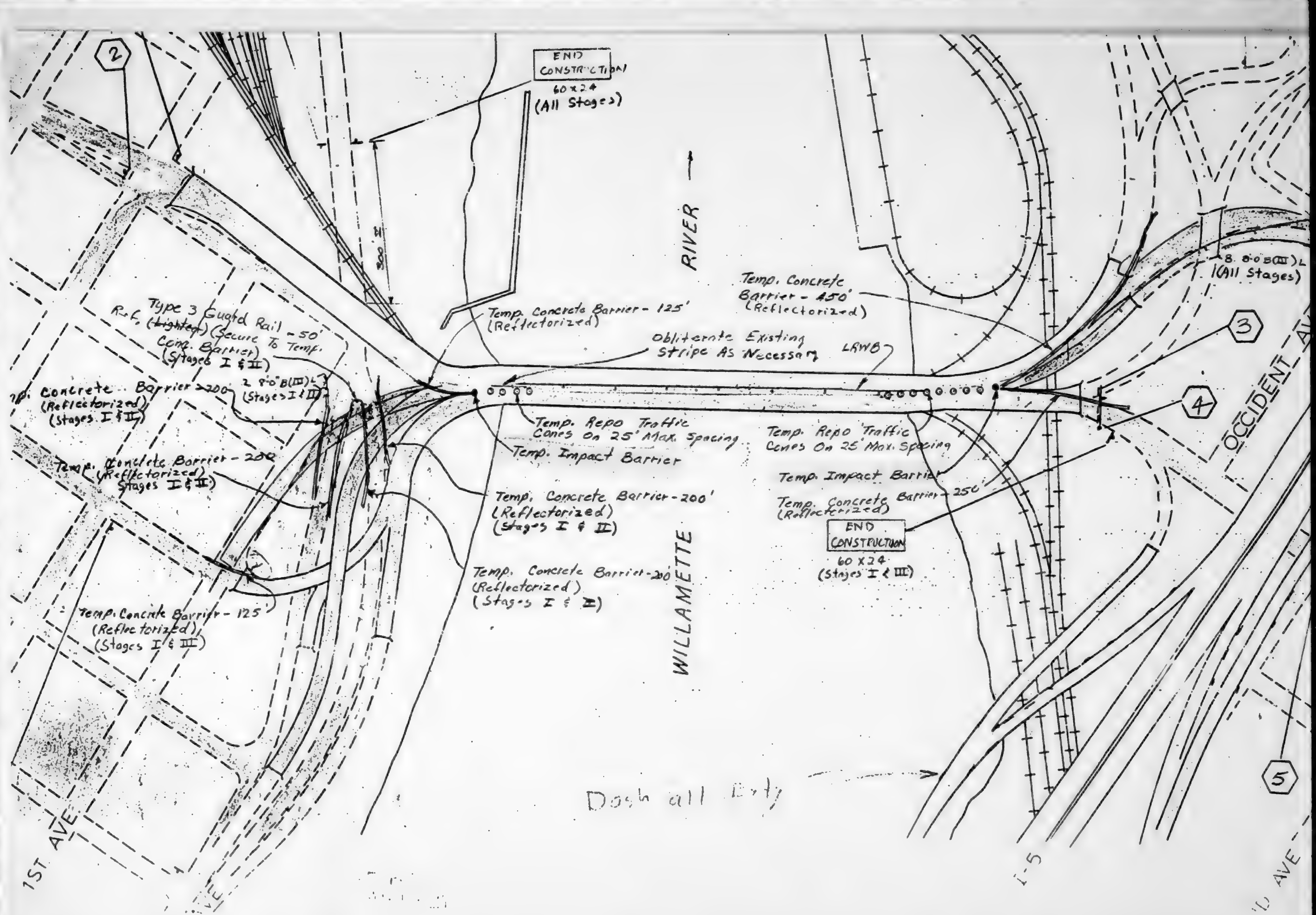
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END CONSTRUCTION
60 x 24
(All Stages)
300 ft
RIVER
Temp. Concrete Barrier - 450'
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8. 8-0 B(III) L
(All Stages)
3
Type 3 Guard Rail - 50'
R.F. (~~Lighted~~) (Secure To Temp.
Conc. Barrier)
(Stages I & II)
Temp. Concrete Barrier - 125'
(Reflectorized)
Obliterate Existing
Stripe As Necessary
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4
2 8'-0" B(III) L
(Stages I & III)
Concrete Barrier - 200
(Reflectorized)
(Stages I & II)
Temp. Repo Traffic
Cones On 25' Max. Spacing
Temp. Impact Barrier
Temp. Repo Traffic
Cones On 25' Max. Spacing
OCCIDENT AVE
Temp. Concrete Barrier - 200
(Reflectorized)
Stages I & II)
Temp. Concrete Barrier - 200'
(Reflectorized)
(Stages I & II)
Temp. Impact Barrier
Temp. Concrete Barrier - 250'
(Reflectorized)
END CONSTRUCTION
60 x 24
(Stages I & III)
WILLAMETTE
Temp. Concrete Barrier - 200'
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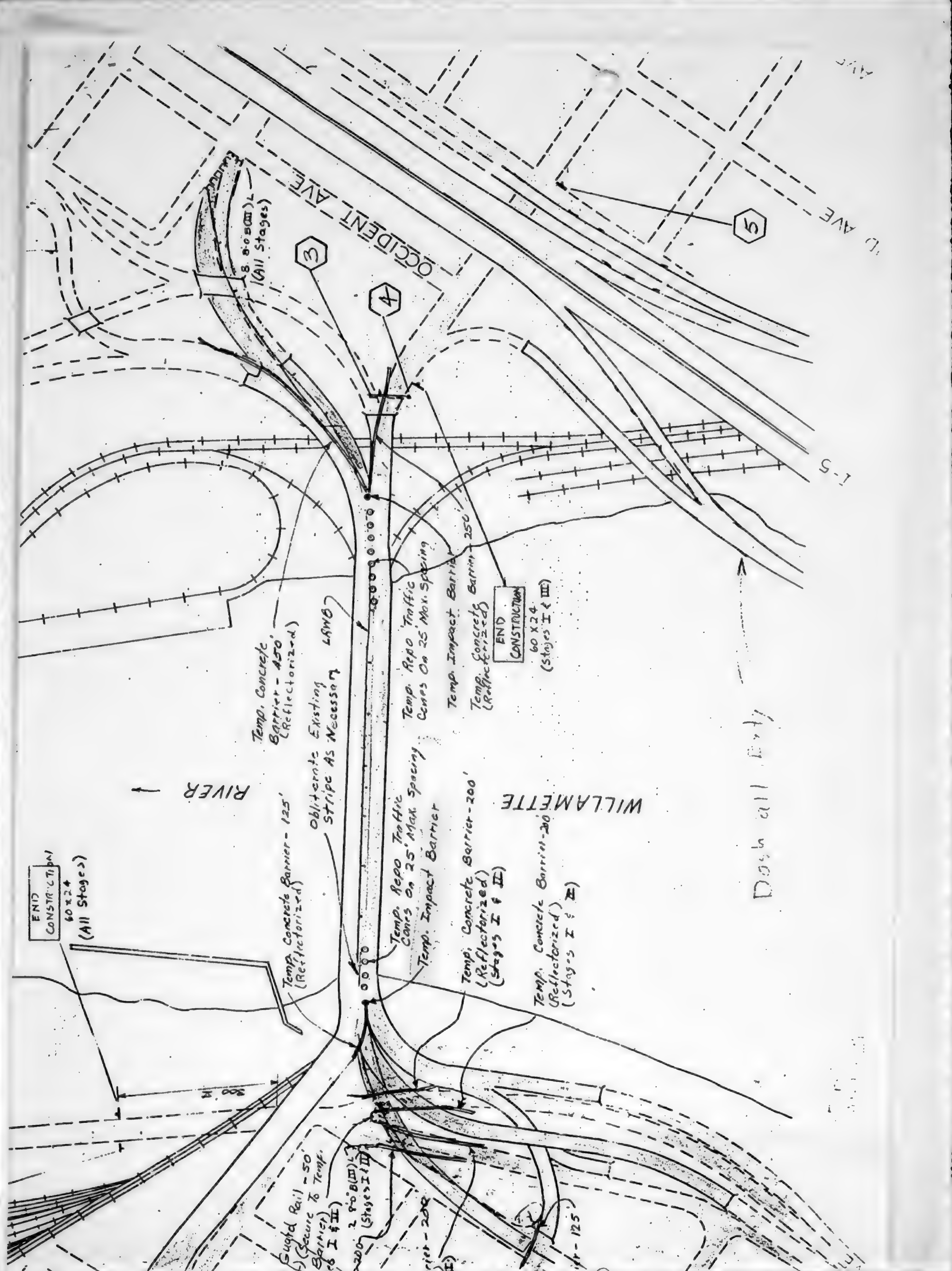
OCCIDENT AVE
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Temp. Impact Barrier
Temp. Concrete Barrier - 250
(Reflectorized)
RIVER
WILLAMETTE
Dash all Exits
END CONSTRUCTION
60 x 24
(All Stages)
Temp. Concrete Barrier - 125'
(Reflectorized)
Temp. Repo Traffic Cones On 25' Max. Spacing
Temp. Impact Barrier
Temp. Concrete Barrier - 200'
(Reflectorized)
(Stages I & II)
Temp. Concrete Barrier - 200
(Reflectorized)
(Stages I & II)
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Guard Rail - 50
(Secure To Temp. Barrier)
Stages I & II
2 8-0B(III)L
(Stages I & III)
200
125'
20R

9 7 7 7

ROAD DESIGN - HIGHWAY

DES 16

Don Billings
Metro Region

September 28, 1983

Mike Harris
Road Design

Steel Bridge Deck Drains
Pacific Highway 1W

1 Versteeg ✓
2 Anderson
Adams
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The attached sheets indicate where the proposed bridge drains will be placed. Rather than letting the water dissipate on the ground, we are requesting additional field information regarding existing drainage facilities, such as inlets or existing storm pipes in which we can "tap" into.

If possible, make all details and comments on the attached sheets and return as soon as possible. If there are questions, please call myself or Gerald Bellin.

MH:mg

cc: Mike Harris

cy MG

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

RECEIVED
TATE HWY ENGR
SEP 21 '83
REFER TO
FOR

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NOTED
H. S. COULTER

In Reply Refer to
File No.

September 20, 1983

R. M. Brown
Chief Engineer
Union Pacific
Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

RE: Steel Bridge
Multnomah County
Bridge 6683E

Dear Mr. Brown:

I wish to express my appreciation for the interest and attention the Union Pacific Railroad has given to our project. The following is a paragraph revised to meet the requirements of your letter:

> The State will design, contract and pay for all deck replacement and Tri-Met related installations. The State will design, contract and pay initially for all steel repair. The steel repair cost will be segregated in the contract to enable the following cost allocation: Union Pacific Railroad will pay 10% of the repair costs; State will pay 90% of the steel repair costs. Maximum liability of the Railroad shall be $80,000 for any and all repair work on the structure.

If this is satisfactory, I would hope that it would be possible for you to give the legal staff in Portland an authorization to proceed with a permit of entry for our project work on the Steel Bridge. I have discussed this matter with Mr. Jeff Asay of the Legal staff, and I am sure that he will do all he can to assist us. My discussions with Mr. Joe Peterson, Union Pacific Bridge Engineer, indicates that the plans are generally in order and appear to be satisfactory. We will continue to ensure that the Union Pacific Railroad is satisfied with our work and the usual permit of entry language which makes all work subject to the approval of the Chief Engineer of the Union Pacific Railroad will continue to protect your interests.

I again thank the Union Pacific Railroad and your staff for their interest in this project and hope that we can continue to ensure that this project meets its construction schedule.

Very truly yours,

JB Boyd

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jh

cc: Fred Miller w/attach.
H. S. Coulter w/attach. ✓
E. S. Hunter w/attach.
Walt Hart w/attach.
Roger Trygstad w/attach.
Jeff Asay w/attach.
Brian Playfair w/attach.
Tuck Wilson w/attach.
Ed Hardt w/attach.

UNION PACIFIC RAILROAD COMPANY
ENGINEERING DEPARTMENT

R. M. BROWN
CHIEF ENGINEER

1416 DODGE STREET
OMAHA, NEBRASKA 68179

RIGHT OF WAY ADMINISTRATION
RECEIVED
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September 1, 1983

Bridge 0.43 Oregon Main Line

Mr. J. B. Boyd
Right-of-Way Manager
Department of Transportation
Highway Division
Transportation Building
Salem, Oregon 97310

Dear Mr. Boyd:

Please refer to your letters of July 11, August 5 and 24, 1983, regarding the condition of the supporting steel for the upper deck of the steel bridge in Portland.

Upon review of your field inspection reports, detailed cost estimates and proposed agreement as submitted in the reference letters, I offer the following comments and proposals for your consideration:

On February 28, 1941, the Oregon State Highway Commission signed an agreement with the Railroads to take over the lease for the upper deck of the steel bridge from Multnomah County upon completion of the then proposed highway approach span to the steel bridge. With that agreement, the Oregon State Highway Commission agreed to be responsible for maintenance of the upper deck. The construction of the highway approach ramp was postponed by the Highway Commission for the duration of World War II, but the project was actively resumed after the war. The approach spans were completed on August 11, 1950, at which time the Oregon Highway Commission became responsible for maintenance of the upper deck.

During the construction of the approach spans, the highway deck was opened by the State's Contractor at the west end of the bridge. The Railroad's Steel Erection Gang performed the necessary maintenance to repair the corrosion problems to the satisfaction of the State. Additional redecking projects occurred in 1957 that exposed the supporting steel, at which time the State accepted its condition. The existing deterioration of the steel members supporting the upper deck has occurred since the time the State took over the responsibility of maintaining the highway deck.

The biggest majority of decay occurs randomly across the bridge on the top flanges of the deck stringers. There is no question that every noted deteriorated location is a direct result of water seepage through a decayed portion of the highway deck. Prior to the July 1, 1976 signing of the existing agreement, your office made a detailed inspection of the highway deck and was very much aware that there were numerous decayed deck timbers. There has also been an ongoing deck problem at the southwest corner of the east fixed span adjacent to the lift span. While the timber decking at that location has excessive decay, the maintenance practice has been to continually try to patch the asphalt.

In conclusion, the Railroad feels that the majority of the deteriorated steel was caused by the deterioration of the highway deck which is the maintenance responsibility of the State and, therefore, the State should be responsible for the necessary repairs. The Railroad will be agreeable to pay for 10% of the repair expense to the supporting steel up to a maximum amount of $80,000.

I have no objections to your proposed agreement format, as proposed in your August 2 letter, with the exception of including a maximum $80,000 pay out figure for the Railroad.

Yours very truly,

R. M. Brown

September 15, 1983

DES 16

Don Bergstrom, Traffic Engineer
City of Portland
1120 S.W. Fifth Avenue
Portland, OR 97204

At your request, we have reviewed the conditions of the current proposal at the west end of the Steel Bridge for handling auto and light rail traffic.

The Traffic Section has reviewed Carl Buttke's August 4, 1983 report on this subject and their comments are attached. They concur in Carl Buttke's recommendation that the ramp from the Steel Bridge to Front Avenue be closed at the time of construction for the light rail transit ramp approach to the Steel Bridge from Everett Street.

I have reviewed both Carl Buttke's report and the Traffic Engineering report and concur with both these reports that this ramp should be closed. The potential hazard posed by the continued existence of the Front Avenue ramp far outweighs the minimal negative impact for traffic being permanently rerouted over the Glisan Street ramp.

A very graphic indication of the potential hazard is included in a photograph which has been "doctored" to show from a motorist's viewpoint what this Front Avenue ramp would look like if it continued to exist after the construction of the LRT. The photograph clearly indicates the hazardous nature of the proposed ramp.

My recommendation is that the Front Avenue ramp to the Steel Bridge be closed permanently by construction of the LRT ramp.

Donald R. Adams, P.E.
Final Design Engineer

DRA:ja

Enc.

bc L. E. George
Ed Hardt (enc.)
Bob Sandmann "- I am sending the 18" x 24" photograph to you for delivery to Don Bergstrom.
Bud Mann "

RECEIVED
SEP 16 1983
ROAD DESIGN SECTION

1 Versteeg ✓
Anderson
Adams
Macnab
✓ Stoudenmeyer
Terpin
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STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO

TRA 7

TO: Donald R. Adams
Final Design Engineer

DATE: September 13, 1983

FROM: L. E. George
Traffic Engineer

SUBJECT: Front Street Ramp
Willamette River (Steel Bridge and Ramps) Section
Pacific Highway West
Multnomah County

In a report dated August 4, 1983, Carl Buttke recommended that the ramp from the Steel Bridge to Front Avenue be removed as part of the light rail transit (LRT) project. His major concerns with the ramp are the possible problems created by the addition of the ramp for the light rail vehicles.

As currently designed, the LRT ramp from the Steel Bridge will be located between the two westbound automobile ramps - Front Street and Glisan Street. The LRT ramp will be used for light rail vehicles and westbound buses, but is not intended for automobile traffic, although the LRT ramp may appear to be the most obvious route to motorists unfamiliar with the area. In addition, a traffic signal will stop automobile traffic to provide the LRT vehicles access to the Steel Bridge. In his report, Buttke identified four possible problems confronting a westbound motorist at this location. This, coupled with the number of decisions a motorist must make creates a potential for operational problems.

The proposed elimination of the Front Street ramp will improve the traffic operation on the bridge. The advantages and disadvantages of removing the ramp are listed below.

Advantages

1. Reduces the number of potential conflicts from four to one, i.e., the gore between the LRT ramp and the Glisan Street ramp.
2. Eliminates the need for a signal for westbound traffic. A signal would still be required for eastbound traffic.
3. Easier to delineate the LRT ramp. The signing and striping would be simplified.
4. A continuous barrier could be constructed between the eastbound and westbound LRT tracks from the west end to the east end of the bridge. A continuous barrier would separate traffic on the bridge and would have a minimal affect upon traffic operation.

Contains Recycled Materials

TO: Donald R. Adams
Page 2
September 13, 1983

Disadvantages

1. Increase in out of direction travel. However, there would be a negligible change in travel time.
2. Increased cost.

All things considered, it is the recommendation of the Traffic Engineering Section that the Front Street ramp be removed.

for L. E. George
Traffic Engineer

DKH:SRW:ds

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

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STATE HWY ENGR
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FOR
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In Reply Refer to File No.

August 24, 1983

R. M. Brown
Chief Engineer
Union Pacific Railroad
1416 Dodge Street
Omaha, Nebraska 68179

RE: Steel Bridge
Multnomah County
Bridge 6683B

NOTED
H. S. COULTER

Dear Mr. Brown:

We have provided the Union Pacific Railroad with information obtained by our inspection crews on the Steel Bridge. This information indicates that there is deterioration in the steel members supporting the deck. The lease between the Union Pacific Railroad and the Department of Transportation, Highway Division, indicates our respective responsibilities as they pertain to this bridge. Contacts between your bridge engineers and myself indicate some disagreement as to the repair responsibilities.

The Light Rail Project, which has caused the redesign of the bridge deck, is of considerable importance to the Portland metropolitan area. It appears that this problem of repairing the steel, rebuilding the deck and installing the light rail facilities on the Steel Bridge, is a governing factor in public's utilization of this light rail project. In order to protect both the interests of the Union Pacific Railroad and the Light Rail Project, I would propose that we cooperate in providing the necessary effort to insure that the time schedules are met and that if necessary we utilize a method of arbitration to divide our responsibilities as to the cost of the steel repair.

The full extent of the deterioration of the supporting steel will not be known until the existing deck is removed. In order to limit the Railroad liability we will agree to a maximum of $750,000 no matter what the outcome of a division responsibilities are. The Highway Division will be prepared in an agreement, to the normal insurance and engineering inspection requirements of the the Railroad.

Cys Swanitz
Walt Hart
Ed Hardt
Hunter
8/29

Form 734-3122

It would be our proposal that a representative of the Railroad be on site at all times during the removal of the deck in order that proper engineering decisions could be made as this will by the only time the true extent of the deterioration and remedies will be known.

The following is a suggested agreement format:

> The State will design, contract and pay for all deck replacement and Tri-Met related installations. The State will design, contract and pay initially for all steel repair. Final costs will be ascertained by joint agreement of Railroad and State and if they are unable to agree within six months by an arbitration team mutually agreed upon.

The critical nature of this project is shown in an attached schedule and we will do anything that we can to complement the Union Pacific's effort in seeing that the project is completed on time.

The State of Oregon, Tri-Met and the public to be served by this light rail system will be most appreciative of any assistance you and the Union Pacific Railroad can give us in this vital project.

Very truly yours,

JBBoyd

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jh

cc: Fred Miller
H. S. Coulter
Jeff Asay

SCHEDULE A

September 1, 1983: Plans to be delivered to the Union Pacific Railroad by Federal Air Express or by messenger. State to design steel repair detail work. UPRR to check and approve.

September 15, 1983: A meeting to be held specifically to discuss structural problems either in Omaha or Portland, whichever is most appropriate. This decision to be made approximately September 7. This meeting will be restricted to structural personnel.

October 1, 1983: Meetings could be set with appropriate engineers from Tri-Met to discuss electrical applications and systems. This would be done after primary responsibilities for contracting the first phase of the work. State to arrange meetings between Tri-Met and identify personnel involved.

November 23, 1983: Advertisement for bids. State to contract all work, deck and repair.

January 5, 1984: Open bids.

February 1, 1984: Award contract.

July 1985: Bridge available to Tri-Met contractors for electrical installations.

April 1, 1986: End of ODOT contract.

June 1986: Projected opening of LRT system.

17+:

STATE OF OREGON

INTEROFFICE MEMO

F

TO: File

DATE: August 15, 1983

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Time Schedule
Steel Bridge
Multnomah County
Bridge No. 6683B

[illegible]

The problems of the Steel Bridge were discussed with Mr. John Horney, Assistant Bridge Engineer, Union Pacific Railroad, Omaha, phone (402) 271-3495. Mr. Horney called relative to the position of the Union Pacific Railroad. The present thought of the Railroad is that the State would be responsible for the repair of the steel based on on Section 7 of the existing agreement, which states as follows:

> "Section 7. State, at its own expense, shall maintain the upper or roadway deck, sidewalks, handrails and appurtenances of the bridge, which is intended to include all of the deck structure above the supporting steel, and the deck surface, sidewalks, handrails and appurtenances of the approaches and aprons down to the supporting steel, including concrete slabs. State will paint all steel repair work on work performed by State with one prime and two finish coats of paint approved by the Railroads.
>
> "State will, at its own expense, paint the top surfaces of supporting steel with paint approved by the Railroads whenever the top surfaces of supporting steel are exposed by reason of repair or replacement of all or any portion of the deck structure.
>
> "State shall reimburse the Railroads, or either of them, for any expense incurred in adding to or reducing counterweights account of changes in weight of the upper deck lift span as a result of additional or reduced weight of paving or surfacing placed or removed by the State on the lift span.
>
> "The Railroads shall, at their own expense, whenever they deem it necessary, paint all of the steel work and maintain all of the bridge except the upper deck as provided in this agreement."

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81-125-1307

They contend that it was our failure to properly paint the supporting steel during repair that caused the deterioration. My first position is that the steel could have deteriorated prior to the signing of this last agreement, July 1, 1976. 1957 was the last redecking and the last time the steel would have been partially exposed to inspection. The previous agreement signed February 28, 1941, did not outline the same responsibility. The full extent of the repair work will be unknown until such time as the deck is removed. My suggestion to Mr. Horney was that an agreement be prepared and an assessment of responsibility for the repair work done after removal of the deck. Cost allocations would be determined at that time. Mr. Horney indicated that he thought the Union Pacific Railroad would be amiable to an arrangement because of the critical nature of this project in the completion of the overall Banfield Light Rail Project. The time schedule for this work is estimated to Mr. Horney as the following:

September 1, 1983: Plans to be delivered to the Union Pacific Railroad by Federal Air Express or by messenger. State to design steel repair detail work. UPRR to check and approve.

September 15, 1983: A meeting to be held specifically to discuss structural problems either in Omaha or Portland, whichever is most appropriate. This decision to be made approximately September 7. This meeting will be restricted to structural personnel.

October 1, 1983: Meetings could be set with appropriate engineers from Tri-Met to discuss electrical applications and systems. This would be done after primary responsibilities for contracting the first phase of the work. State to arrange meetings between Tri-Met and identify personnel involved.

November 23, 1983: Advertisement for bids. State to contract all work deck and repair.

January 5, 1984: Open bids.

February 1, 1984: Award contract.

July 1985: Bridge available to Tri-Met contractors for electrical installations.

April 1, 1986: End of ODOT contract.

June 1986: Projected opening of LRT system.

This time line and schedule supposes that during the period August 15 to September 15, proposed agreements will be submitted to the UPRR and concurrently work will proceed with the goal of meeting the project deadlines.

JBB:jh

cc: H. S. Coulter ✓
E. S. Hunter ✓
Ed Hardt
Bob Bothman
Bob Sandmann
Jack Sollis
Roger Trygstad
Brian Playfair
Tuck Wilson

State shall reimburse the Railroads, or either of them, for any expense incurred in adding to or reducing counterweights account of changes in weight of the upper deck lift span as a result of additional or reduced weight of paving or surfacing placed or removed by the State on the lift span.

The Railroads shall, at their own expense, whenever they deem it necessary, paint all of the steel work and maintain all of the bridge except the upper deck as provided in this agreement.

Section 8. Railroads shall indemnify and save harmless the State of Oregon, the Department of Transportation, Highway Division, its officers, agents and employes from claim of loss, damage or expense of whatsoever character and by whomsoever sustained resulting from the fault, act or omission of Railroads in maintaining that portion of said bridge which under the provisions hereof they are obligated to maintain.

Section 9. State is given the right to permit trackless trolley busses to be operated over and across the upper deck of said bridge and the approaches and inclines thereto during the period of this lease and any extension thereof.

Section 10. Railroads shall have the right to interfere with traffic on said bridge to such extent as may be necessary for the making of repairs or in the prosecution of maintenance work without diminution or abatement of the monthly payments herein provided for, but in the event said bridge or the upper deck thereof is destroyed or dismantled or damaged beyond justifiable repair, Railroads may elect to rebuild the same or not as they may determine, but unless Railroads so elect within sixty (60) days after its destruction or damage beyond justifiable repair, then this lease shall terminate as of the date when such destruction or damage was sustained; provided, however, that if traffic over said bridge is discontinued for thirty (30) days or more while repairs or maintenance work is being conducted by Railroads, then the monthly payment shall abate and shall not again be reinstated until said bridge is ready for traffic, and provided further, that in the event the upper deck of said bridge is destroyed, dismantled or damaged and Railroads elect to repair or reconstruct the bridge, then monthly payments shall abate until the bridge is again made ready for traffic.

Section 11. In the event the said upper deck of said bridge is acquired by the public by purchase, agreement,

9741

BANFIELD TRANSITWAY OFFICE

TO: ______________ FROM: ______________

AUG 11 1983

______ Prepare Reply ______ Investigate
______ For My Signature ______ For Your Info
______ Comment ______ Note & File
______ Initial & Return ______ Return w/detail

Bechtel Civil & Minerals, Inc.
Engineers—Constructors
Fifty Beale Street
San Francisco, California
Mail Address P.O. Box 3965, San Francisco, CA 94119

August 10, 1983

File: 4.11, 4.13.4, 8.1.1 BON-00781

Mr. Bob Sandmann
Project Engineer
Oregon Department of Transportation
5821 NE Glisan Street
Portland, OR 97213

SUBJECT: Steel Bridge Construction Coordination Schedule

Dear Bob:

Transmitted herewith for your review and distribution are 10 copies of a "Steel Bridge Construction Coordination Schedule" dated 8/9/83. This schedule was derived from Terry Shike's 8/3/83 schedule and Tri-Met's 8/4/83 schedule as discussed at last week's meeting in Salem. Per our conversation yesterday, the schedule has been based on a 14-month bridge closure.

The key contract specification dates for coordination with Tri-Met activities would be:

10/1/84	Light rail ramp abutment and deck complete, except track and finish work which does not tie into the Everett structure and which can be performed from the deck using access via the north end of the ramp. Area cleared and turned over to Tri-Met for structure and roadway construction.
7/1/85	Light rail zone complete, including all track. Area cleared and turned over to Tri-Met for work by electrification and signals contractors.
7/1/85	Catenary pole bases and all related construction, including conduits, complete. Lift span and entire area around and between poles turned over to Tri-Met for pole and span wire installation by Tri-Met's electrification contractor. Bridge to remain closed during this period. After two months, areas outside the light rail zone to be turned back over to ODOT for Stage 3 activities.

This schedule is intended to set out the staging program mutually agreed upon by ODOT and Tri-Met. If I have misrepresented or missed anything, please let me know at your earliest convenience.

Sincerely,

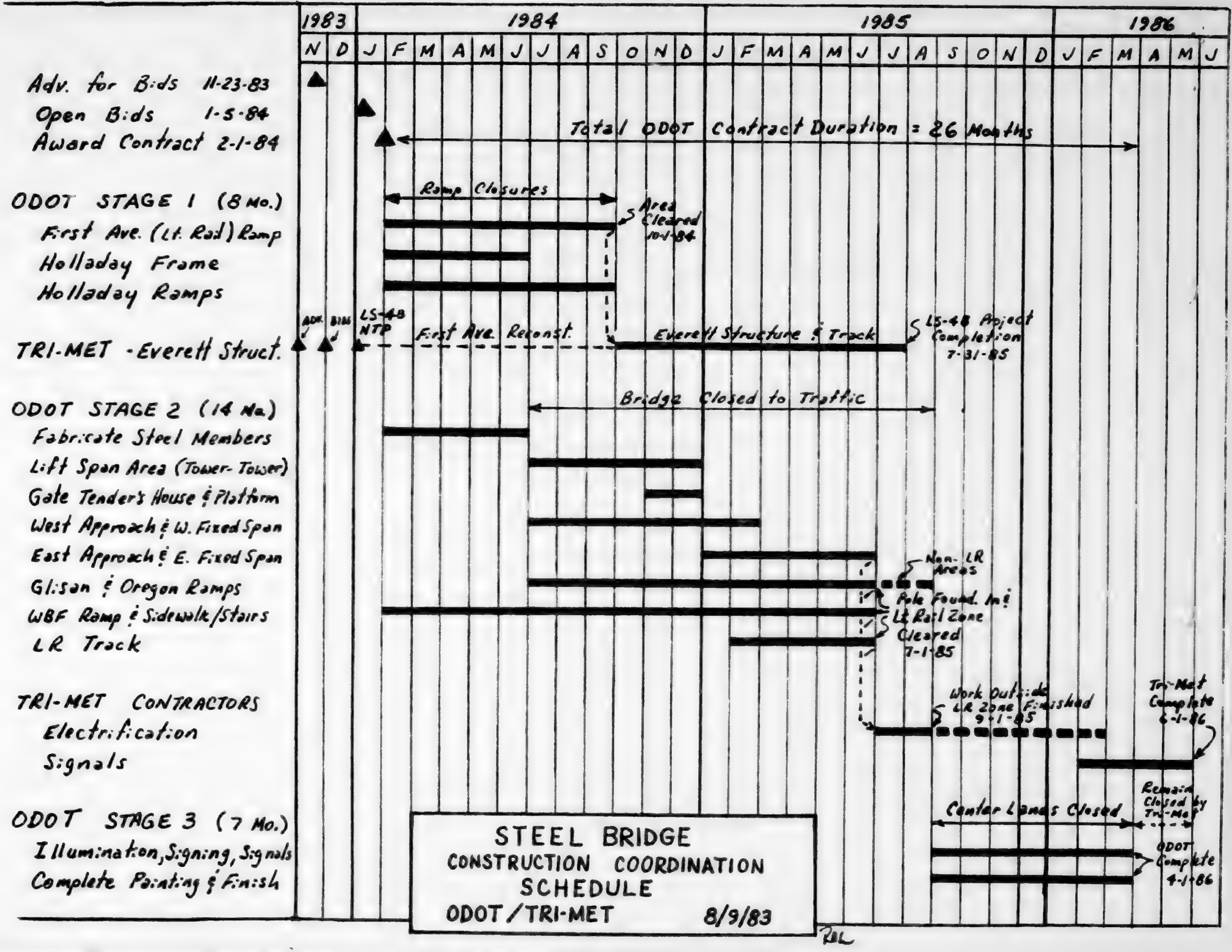
Bob Lutz

Bob Lutz

BL:ljb

Attachment - to all cc

cc:
D. MacDonald
A. Venturato
R. Higbee
M. Churanakoses
S. Crouch
R. Abbott
S. Muniz
J. Speed
A.E. Couto
G.G. Fain
W.E. Ferber
R. Clemons
D. Fencken
J. Taylor
J. Gustafson



STEEL BRIDGE
CONSTRUCTION COORDINATION
SCHEDULE
ODOT / TRI-MET 8/9/83

9714 F

August 5, 1983

J. A. Peterson
Bridge Engineer
Union Pacific Railroad
 Company
1416 Dodge Street
Omaha, Nebraska 68179

RE: Steel Bridge
Multnomah County
BR 6683B

Dear Mr. Peterson:

I am enclosing field inspection reports that I discussed with you on August 2. These reports, by our field personnel, indicate significant corrosion to the cantilever beams and splice plates. This inspection was accomplished with the use of the State Highway Division snooper crane.

This information is being sent as an addendum to the previous report and letter which I sent to you on July 11, 1983. After you are able to review this report I would appreciate discussing with you an appropriate time to meet and decide a course of action acceptable to all parties to this project.

We certainly appreciate all the assistance that the Union Pacific Railroad has given us in the progress made to date on the Banfield Light Rail project. We look forward to continuing that success and the final completion of a project which the public has a great interest in. We look forward to hearing from you.

Very truly yours,

Hunter
JB

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jh
enc.

cc: Walt Hart
Jeff Asay

bc: H. S. Coulter
E. S. Hunter
Ed Hardt
Bob Bothman
Bob Sandmann
Jack Sollis
Roger Trygstad
Brian Playfair
Tuck Wilson

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TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON

TRI-MET
4012 S.E. 17TH AVENUE
PORTLAND, OREGON 97202

BANFIELD LIGHT RAIL PROJECT
421 S.W. 5TH, SUITE 600
PORTLAND, OREGON 97204

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05.5.1
05.14.20

August 3, 1983

Robert Sandmann
Oregon Department of Transportation
5821 N.E. Glisan
Portland, Oregon 97232

Subject: Requirements for the Steel Bridge Design Review.

Dear Bob:

With the Steel Bridge design approaching the review periods scheduled in September and October, we want to remind ODOT of the necessity of Tri-Met's pre-award review. In compliance with ODOT's agreement with Tri-Met. Contract No. 7630, Cooperative Work Agreement, dated July 22, 1982, and with the terms and intent of Tri-Met's Full-Funding Agreement with UMTA, ODOT will submit plans, specifications, and Cost Estimates for Tri-Met's review and approval. This will insure that all design coordinations are incorporated into the documents, resulting in reduction of change orders and total project cost.

In the past, ODOT has not given Tri-Met adequate opportunity to review and approve the Final Contract Documents prior to the bid advertisement. We are confident that this oversight can be rectified and resolved to our mutual benefit. The Steel Bridge design has been evolved through several coordination meetings, reviews, and modifications with several members of Tri-Met staff and consultants participating in the process. It is important that ODOT allows a minimum of two weeks for Tri-Met to review and comment on the Final Contract Documents prior to the advertisement date.

We are looking forward to your compliance in this matter.

Sincerely,

D L MacDonald
Donald L. MacDonald, Director
Banfield Light Rail Project

Tony Venturato
Anthony P. Venturato, Deputy Director
Banfield Light Rail Project

DLM/APV/cs

Banfield
Light Rail
Project

cc: Paul Bay
Bob Bothman
Ed Hardt

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REFER TO
Boyd Hurd
FOR
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NOTED
ROBERT N. BOTHMAN

cc Hunter
Versteeg
Potter

1E N

STATE OF OREGON
Highway - Traffic

INTEROFFICE MEMO
TRA 16-2

TO: D. R. Adams
Final Design Engineer

DATE: July 21, 1983

FROM: L. E. George
Traffic Engineer

SUBJECT: Proposed Striping
Willamette River (Steel Bridge and Ramps) Section
Pacific Highway West
Multnomah County

Attached is a corrected copy of proposed striping for the west end of the Steel Bridge.

L E George

L. E. George
Traffic Engineer

SRW:klh

cc: O. M. Parent

1 Versteeg ✓
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2 Adams
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JUL 26 1983
ROAD DESIGN SECTION

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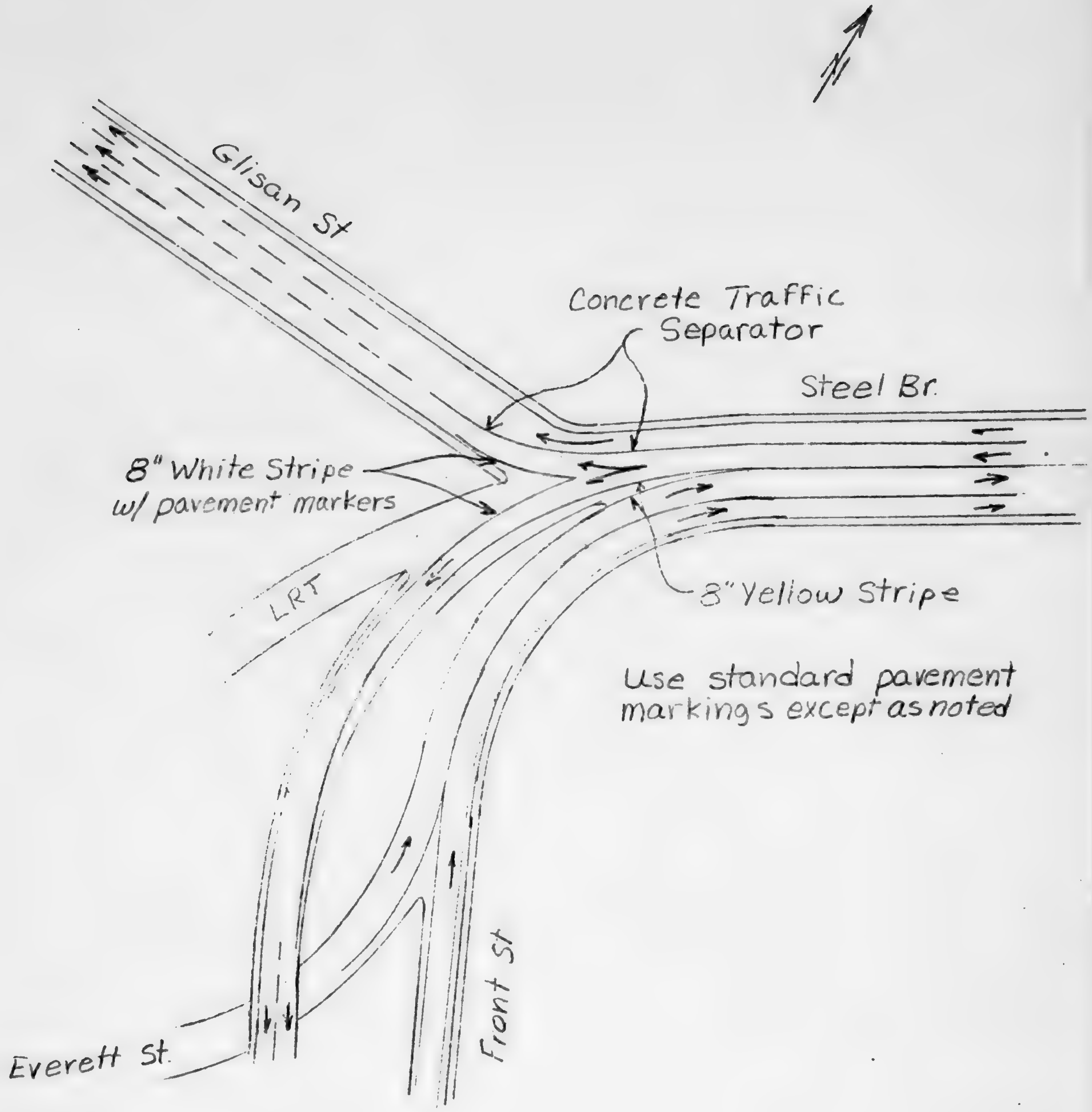
By FINAL DESIGN ENGINEER


Glisan St
Steel Br.
LRT
Everett St.
Front St

Concrete Traffic Separator

8" White Stripe w/ pavement markers

8" Yellow Stripe

Use standard pavement markings except as noted

Proposed Striping
West End Steel Bridge

9748

STATE OF OREGON
TECHNICAL SERVICES BRANCH

INTEROFFICE MEMO
MAI 14-1
ROW 12

TO: MEMO TO THE FILE

DATE: July 21, 1983

ES Hunter

FROM: E. S. Hunter
Assistant State Highway Engineer

SUBJECT: Steel Bridge
Portland

[illegible]

A recent inspection of the Steel Bridge in Portland indicates that substantial repairs are necessary.

Since the bridge is owned by the Union Pacific Railroad and the Highway Division leases the vehicle decks from them, we can expect some lengthy and difficult negotiations to arise over how the repairs will be made, who will supervise the repairs, and who will pay for the cost of the repairs.

The purpose of this memo is to place Right-of-Way Manager Bruce Boyd in charge of those negotiations. Please provide him with all the assistance he needs, which I suspect will be considerable.

ESH:ja

cc H. S. Coulter
Jack Sollis
Walt Hart
J. H. Versteeg
Ed Hardt
Bob Schroeder
Bruce Boyd

81-125-1387

9748

ROW 12

F

STATE OF OREGON

INTEROFFICE MEMO

TO: File

DATE: July 20, 1983

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

J B Boyd

SUBJECT: Steel Bridge Inspection
Banfield Light Rail
Project
BR 6683B

NOTED
E. S. HUNTER

I contacted Mr. Bob Chambers, Omaha 402-271-3495 on Friday, July 15. This was relative to a phone call which I received from John Horney, Union Pacific Railroad Assistant Bridge Engineer, on July 14, 1983. The arrangements made at that time were that we would meet with Mr. Horney 9:00 a.m., Tuesday, July 26 at the Steel Bridge. After the problem was found on the outside lanes and the lanes closed, communication between the Union Pacific Railroad and ourselves indicated Mr. Horney probably would come out earlier. He was out on the bridge July 19 in the company of Mr. John Howard. Mr. John Howard indicates that Mr. Horney did not believe the bridge was in as critical a shape as we had ascertained. Apparently Mr. Horney will be writing a reply to my letter written to Mr. Peterson, Bridge Engineer of the Union Pacific Railroad, shortly.

I discussed this matter with John Howard on this date. I also called Mr. Ed Hardt's office and indicated the meeting for Tuesday was canceled. Mr. Horney believed that their time frame in responding to the questions was extremely tight and they would probably need additional time to review any construction changes on the Steel Bridge. Problem with the time must be solved if at all possible because of the imminent need to begin this project.

JBB:jr

cc: Ed Hunter
Bob Bothman
Walt Hart
Ed Hardt
John Howard
John Wood
Roger Trygstad
Jeff Asay

RECEIVED
TECHNICAL SERVICES
JUL 21 '83
REFER TO
FOR

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VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
5821 N.E. GLISAN STREET, PORTLAND, OREGON 97213

In Reply Refer to
File No.

July 19, 1983 Telephone 238-8226

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JUL 22 '83
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D. L. MONSON
Division Engineer
Engineering Department, Oregon Division
Union Pacific Railroad Company
2525 N. Larrabee Street
Portland, OR 97227

Subject: Steel Bridge and Ramps
Banfield Transitway Project

Your comments on the plans sent to you on May 24 have been reviewed by our Bridge Design Section.

The information requested in your comments on structural items and specifications will be submitted with the final plans.

Our Bridge Design Section is aware of the critical situation regarding dead-load weight for the lift span. Their preliminary calculations indicate no added weight. You will be provided with the design calculations with the final plans.

The decision concerning the location of the control device for the span lock and rail locks has not been finalized. Work is proceeding on the assumption that the control of the span lock will be in the bridge operator's house, with an indicator on the gate tender's panel. The rail-lock control will be in the gate tender's house, with an indicator on the bridge operator's panel. A typical sequence of operations for a lift would be as follows:

1. Bridge operator gets clearance from UPRR personnel and notifies the gate tender of a pending lift.
2. The gate tender activates the vehicle and pedestrian traffic signals, then proceeds with closing the automatic gates and unlocking the LRT rails.
3. The gate tender checks the span for vehicles and pedestrians, then notifies the bridge operator that the span is clear.
4. The bridge operator disengages the span lock and proceeds with the lift.

The bridge operator would have no responsibility in operating the rail-lock system in the foregoing sequence. As stated previously, no formal decision on the location of the control devices or the operating procedure has been made. You will be given the opportunity for review and approval.

Discussions regarding modification of the agreement will be handled by our Right-of-Way and Legal sections.

ROBERT A. SANDMANN
Project Engineer

ebg

xc: E. L. Hardt
W. J. Hart
J. B. Boyd
Jack Sollis
Roger Trygstad
Don MacDonald
Manit Churanakoses

cc E S Hunter

RIGHT OF WAY ADMINISTRATION
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STATE OF OREGON **INTEROFFICE MEMO**

Highway - Traffic

TRA 7

TO: J. H. Versteeg
Road Design Engineer

DATE: July 15, 1983

FROM: L. E. George
Traffic Engineer

SUBJECT: Proposed Striping
Willamette River (Steel Bridge and Ramps) Section
Pacific Highway West
Multnomah County

1 Versteeg ✓
3
2
Wakerlig

Attached are copies of the proposed striping plan for the Steel Bridge. Tom Schwab has discussed these plans with the City of Portland and the plan is acceptable to them.

L E George
L. E. George
Traffic Engineer

SRW:ds
Attachments

cc: O. M. Parent

Sent
L.E. George
comments
MG

1746

U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-68(-)
West O'xing of Holladay Street
Banfield Transitway (Steel Bridge & Ramps Unit)

Date: July 14, 1983

From: Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer

The rigid frame change for the Holladay Street On Ramp of the above project (Bridge No. 16662), proposed in Mr. Hart's submittal of June 24, is acceptable to us. The separation of auto and LRT traffic is a much better solution.

Please proceed with the design.

For Dale E. Wilken

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STATE OF OREGON

INTEROFFICE MEMO

TO: MEMO TO FILE

DATE: July 13, 1983 DES 23
6683B

Oliver M Parent

FROM: Oliver M. Parent, P.E.
Principal Structural Design Engineer

SUBJECT: Steel Inspection
Steel Bridge
BR 6683B

This morning John Howard and I conducted a partial inspection of a west fixed span deck cantilever using Multnomah County's Snooper Crane. The crane was inadequate for the task, so our inspection was cut short until the State's snooper will be available later in the week.

What we were able to observe was the almost complete section loss, due to rust, of the top flange of the cantilever. The only portion of the top flange left was the vertical legs of the clip angles. The splice plates over the truss were badly corroded, but we were not able to observe the extent of the damage. This particular beam is adjacent to a deck joint and is thus subjected to water leaking through the joint. Previous inspections from the bridge catwalk have found areas of extensive section loss in beams and stringers.

Serious consideration should be given to excluding traffic from the outside lanes of this bridge until further inspection and evaluation can be made.

OMP:jrb

cc: H. S. Coulter
Maintenance
John Howard
Metro Region

RECEIVED
STATE HWY ENGR

JUL 14 '83

REFER TO
Schwartz
FOR

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NOTED
W. E. SCHWARTZ

NOTED
W.J. HART

HIGHWAY DIVISION

PLA 8

Gary A. Potter, Manager
Program Section

July 12, 1983

Robert N. Bothman
Assistant State Highway Engineer

Banfield Transitway

Discussed briefly the coordination of the Banfield Project with Paul Bay and Don McDonald July 8.

Don complained that Tri-Met had not been provided final plans for the Holliday Ramp Project prior to contract bidding. He did not receive the plans until just recently.

Don also complained he had not received the list of bids, the bid award, or the contract authorization.

Tri-Met would like to receive the final plans in advance to have opportunity to comment prior to going to bids. Tri-Met would like to be advised of the bids received, bid award, and contract authorization as soon as accomplished.

Please pursue the advising of Paul Bay, who can handle distribution at Tri-Met, since Don is about to leave, of the bids received, bid award and contract authorization immediately upon accomplishment on the Steel Bridge job which is the only remaining job we have on the project. I also indicated to Don I would get that information in the mail to him for the Holliday Ramp Project, either immediately or as soon as it is available.

By copy of this memo, I am requesting Hal Versteeg to send directly to Paul a copy of the final plans as soon as prepared prior to advertising for bid.

RNB:lb

cc J. H. Versteeg
E. L. Hardt
Bob Sandmann

July 11, 1983

J. A. Peterson
Bridge Engineer
Union Pacific Railroad
Company
1416 Dodge Street
Omaha, Nebraska 68179

Steel Bridge
Multnomah County
BR 6683B

In the process of preparing contract plans for the redecking of the Steel Bridge in conjunction with the light rail transit, we have a field inspection of the condition of the supporting steel for the upper deck. The enclosed reports by our field personnel show significant corrosion to the upper portions of many stringers and crossgirders. The following is a summary of our investigation:

Glisan Street Ramp: Some corrosion seen but not significant.

West Approach Spans: Appears in good condition.

West Fixed Span: 60 percent of the stringers between trusses need repair. Three of the twelve crossgirders need repair and four others may need repair.

Lift Span: Most stringers must be replaced, crossgirders appear adequate.

East Fixed Span: 30 percent of the stringers between trusses need repair, two of the twelve crossgirders may need repair.

East Approach Spans: Stringers appear in good condition, three crossgirders need repair and four others may need repair.

The above inspection results were accomplished by using the catwalk and lateral bracing between trusses. We are in the process of inspecting the stringers and cantilevered crossgirders outside the trusses and will forward that information to you as soon as it is available.

NOTED
E. S. HUNTER

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TECHNICAL SERVICES
JUL 12 '83
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FOR

We have also enclosed a summary report showing our estimated cost of repair. The following assumptions were made in order to estimate the cost:

1. All built-up stringers should be repaired if the field measured top flange thickness is less than 3/8-inch, which is the minimum thickness necessary to carry proposed loads. The repair of these stringers is suggested to replace the top riveted angles with new angles and high strength bolts.

2. All rolled shape stringers with significant section loss should be replaced with equivalent wide flange beams. Most of these stringers have yet to be inspected so we have assumed the percentages shown in the report.

3. All crossgirders with significant section loss should be repaired by replacing the riveted cover plates, top angles and splice plates with plates, angles and high strength bolts. This may require temporary shoring of cantilevers.

4. The timber deck prevents an in-depth inspection, so we are assuming there would be more repair work than is currently visible to our inspectors.

In conclusion, as outlined in this letter, significant corrosion has been found in the supporting steel for the upper deck and repairs are necessary. As the State is a lessee of the Railroads under the terms of a lease dated July 1, 1976, we request your opinions on a reasonable course of action. Our recent meeting of June 7, in which we discussed the upcoming project, gives me some concern as to project timing. The repair of the steel structure and the redecking problems are so interrelated that a common solution is required. Please feel free to contact me or the Bridge Engineer for any information or assistance that we can give you.

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jr
Enclosures

cc: Walt Hart
Jeff Asay

bc: H. S. Coulter
E. S. Hunter✓
Ed Hardt
Jack Sollis
Bob Sandmann
Roger Trygstad
Brian Playfair

9711/

UNION PACIFIC RAILROAD COMPANY
ENGINEERING DEPARTMENT
OREGON DIVISION

D. L. MONSON
DIVISION ENGINEER

2525 N. LARRABEE
PORTLAND, OREGON 97227

July 5, 1983

D 9001 - 33 - 5
D-453

BANFIELD TRANSITWAY OFFICE
TO: ________ FROM: ________
JUL 7 1983
______ Prepare Reply ______ Investigate
______ For My Signature ______ For Your Info
______ Comment ______ Note & File
______ Initial & Return ______ Return w/detail

Mr. R. A. Sandman
Special Projects Coordinator
Department of Transportation
5821 N. E. Glisan
Portland, OR 97213

Dear Mr. Sandman:

Please refer to the advanced plans for modification of the Steel Bridge which you submitted to this office May 24.

The submitted "advance plans" for review are very preliminary and cover the general concept of construction details. The following are my comments and questions that should be addressed at the time final plans are submitted for correction and approval:

1. What are the Cooper design loads used for the Light Rail System?

2. Utilize existing holes in the intermediate floor beams using 7/8" diameter bolts to connect the new S-1 stringers.

3. The proposed new S-3 stringers, connections to the intermediate floor beams fouls the floor beam web stiffener angles.

4. Show details of new stringer to floor beam connections, especially along the 6"x8"x9/16" top flange angle.

5. How does the light rail set across the end floor beams with respect to the new stringer locations and end brackets? Additional details must be submitted for the new end brackets.

6. Existing lateral bracing is connected to the bottom of the existing roadway stringers. The proposed stringers are the higher elevation and not as deep; therefore, the existing lateral braces will be unsupported. Show how the lateral braces will be either supported, modified or replaced due to a longer unbraced length.

7. In previous correspondence and meetings, Tri-Met has been advised that the upper deck modifications can not increase the deadload weight of the lift span. According to the advance plans, as submitted, the modifications will increase the deadload 70,000 pounds. At the time final plans are submitted, design calculations should be submitted that itemize the weight comparisons of existing to modified decks.

8. Construction specifications must be furnished at the time final plans are submitted. Construction specifications should include items for painting, and fire protection on the lower deck during construction. Torch cutting or welding will not be permitted at any time a train is occupying the lower deck. Fire protection must be maintained on the lower deck at times of torch cutting or welding, regardless of the raised or lowered position of the lower deck. Structural steel shall not be suspended by a crane over the tracks at any time a track is occupying the lower deck.

9. Legal agreements must be modified to transfer maintenance responsibility of the upper deck for beam and highway stringers to the State.

10. Complete details must be submitted for the proposed gatetender's cabin to be located on the West Tower, including rail-locking devices for the light rail. Will light rail locking device indicators be located in the bridge operator's room, and what level responsibility, if any, will the bridge operators have regarding the interlocking of the light rail?

D L Monson

D. L. Monson

ROW 12

STATE OF OREGON

INTEROFFICE MEMO

TO: File

DATE: June 30, 1983

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

JBBoyd

SUBJECT: Steel Bridge Section
Banfield Transitway
Project

A short meeting was held regarding the progress and status of the Steel Bridge Section of the Banfield Transitway. Mr. Walt Hart, Ed Hardt, Roger Trygstad, Jack Sollis and myself were in the discussion. The main topics were repair of the steel and the timing of this project. It appears that the best tactic for approaching the railroad is to have me contact Mr. Jeff Asay and get the interest of the Bridge Engineer in the repair work of the floor beams. The Bridge Engineer, Union Pacific and Walt Hart should get together either in Portland or in Omaha and discuss the findings.

After the meeting Mr. Jeff Asay of Union Pacific was contacted and he agreed to make some in-house inquiries. He called back and said it would be appropriate to have Walt Hart call Joe Peterson, Union Pacific Brige Engineer, by phone. Mr. Hart had left his office and the contact will have to be made July 5, 1983.

After the design aspects and review have been made, continuing the negotiations will be necessary to ascertain the best method of getting the job done. It will probably be the Right of Way Manager's responsibility to tie the whole thing together in some type of agreement. A list of the attendees at the June 7 meeting regarding the Steel Bridge is attached.

JBB:jr
attach.

cc: Ed Hunter w/attach. ✓
Ed Hardt w/attach.
Walt Hart w/attach.
Roger Trygstad w/attach.
Jack Sollis w/attach.

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E. S. HUNTER
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VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
DES 23
16662

June 24, 1983

RECEIVED
TECHNICAL SERVICES
JUN 27 '83
REFER TO
FOR

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TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

FROM:

Walter J. Hart, P.E.
Bridge Engineer

SUBJECT: Pacific Highway West Overcrossing Holladay Street
Banfield Transitway (Steel Bridge and Ramps Unit)
Pacific Highway West
Multnomah County
BR 16662

NOTED
E. S. HUNTER

Enclosed are two reduced prints of Drawings 38030, 37849 and 38314 which are the preliminary plans and vicinity map for this structure. These are being sent to you as an addendum to the preliminary plans for the project sent by letter dated January 24, 1983.

In the January 24 submittal, the Holladay ramp was to be dual use between auto traffic and LRT traffic. On February 24, 1983, we received a proposal from Tri-Met to separate the two modes of traffic by constructing a new ramp parallel to and north of the existing ramp. The purpose of the proposal is to reduce potential conflicts between auto and LRT traffic and to improve safety. The new Holladay ramp will have a 26-foot roadway for one lane of automobile traffic and a 6-foot pedestrian walkway. The existing ramp will carry the two LRT tracks only.

The alignment, roadway width and walkway are in accordance with the standards governing this project. The proposed structure is required to carry the northbound Pacific Highway West (Interstate Avenue) traffic over the new Holladay ramp. The structure will be a reinforced concrete rigid frame supported on spread footings similar to the existing rigid frame on the existing Holladay ramp. Retaining walls between the two structures and adjacent to the walkway are required to contain the earth fill. The traffic

Form 734-3122

railing on the existing structure will be upgraded with a combination concrete parapet and steel railing similar to the existing railing. It is anticipated that the existing structure will require temporary lateral support when the adjacent area is excavated for the new structure.

The existing Holladay ramp and northbound Interstate Avenue ramp will be closed and traffic will be detoured on city streets around the construction area.

The estimated cost of this structure, including allowance for engineering and contingencies, is $192,000.

We request your approval of our preliminary plan.

TJS:jrb

Enclosures

cc: ✓E. S. Hunter
Gary Potter
Don Adams /w/ 1
E. L. Hardt /w/ 2
Cam Gilmour /w/ 1
John Grassman /w/ 1
R. A. Sandmann /w/ 18

STATE OF OREGON

INTEROFFICE MEMO

TO: E. L. Hardt
Metro Region Engineer

DATE: June 22, 1983 DES 23
6683B

FROM: Walter J. Hart, P.E.
Bridge Engineer

SUBJECT: Steel Bridge and Ramps
Banfield Transitway Project
BR 6683B

NOTED
E. S. HUNTER

We recently received a report from John Howard of his crew's field investigation of the condition of the upper deck stringers on the Steel Bridge. The report shows significant corrosion of the upper flanges of the stringers with as little as 35 percent of the original thickness remaining at one of the points measured. A copy of the report is attached.

We have made a structural analysis of the stringers in the existing condition and concluded that they still have sufficient capacity for legal highway loads. This is because the original design was conservative.

We will be repairing all stringers and other supporting members that show significant corrosion during the redecking project. Our lease agreement with UPRR indicates that UPRR is responsible for the repair of the supporting members and that during redecking operations, we are responsible for painting the exposed portions of the supporting members. A copy of the agreement is attached.

The extent of the corrosion problem, the required repairs and cost are indeterminate at this time. The full impact will not be determined until after the existing timber deck is removed. The cost of repairs will be significant. The actual repair work will have to be carried out in conjunction with the other remodeling work to accommodate the LRT facilities.

The Railroad is evidently not aware of the extent of the corrosion problems, and we will have to assume that they have not budgeted for repairs. This raises a new issue on this project which needs to be addressed expeditiously if we are to remain on schedule. Please contact the UPRR and instigate discussions to address this issue.

TJS:WJH:jrb

Attachments

cc: ✓E. S. Hunter
Roger Trygstad
R. A. Sandmann /w/ attachment

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STATE OF OREGON

INTEROFFICE MEMO

DES 23
6683B

TO: Memo to File:

DATE: May 27, 1983

Terry Shike

FROM: Terry Shike
Sr. Structural Design Engineer

SUBJECT: Tri-Met -Bechtel- ODOT Meeting 5/26/83
Steel Bridge and Ramps
Banfield Transitway Project
Bridge 6683B

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ROAD DESIGN SECTION

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In Attendance: Tri-Met - M. Churanakoses*
R. Abbott

Bechtel - R. Clemons*
G. Fain
W. Ferber
D. Fencken

ODOT - J. Backstrand
O. Parent*
T. Shike
T. Lulay
G. Bellin

Summary of meeting:

1. Tri-Met instructed ODOT to make whatever design and drafting changes necessary to carry bus traffic on the westbound lane of the 1st Ave.-Steel Bridge Ramp. A sketch was presented showing lane configuration and narrow base Type G barriers each side of bus lane. The left barrier will have short picket fence type rail mounted on top and right rail will be standard type picket fence. The sketch also showed a roadway drainage scheme. After some discussion it was decided that Tri-Met should review the lane widths for bus and LRT clearances and the roadway drainage scheme. ODOT requested written confirmation that Tri-Met intends to use the westbound lane for buses.

2. The new barrier between tracks will be started at Bent 1 and terminated at Bent 7. A standard 25-foot tapered transition on each end will be used for safety.

3. ODOT described the grade problem at the gore between the existing Southbound Front Ave. Ramp and the 1st Ave.-Steel Bridge Ramp. Solutions and cost estimates were presented as follows:

a) Remove an additional 3-span series on Front Ave. Ramp and rebuild at a lower grade. Cost = $180,000.

b) Lower the same 3-span series by cutting and repairing the existing columns. Cost = $60,000.

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Cole Stoudenmeyer
Erikson King
Beard Dorn Leu
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By FINAL DESIGN ENGINEER

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Contains Recycled Materials

c) Try to move gore point up the ramp to where the grade difference is small and warp the driving surfaces. Cost - none. This option narrowed the roadway width at the entrance to the ramp and was eliminated due to the decrease in safety to highway traffic.

d) Eliminate the Front Avenue Ramp entirely. Then use the savings in not rebuilding the end of the ramp to offset the cost of the additional removal. No estimate was given. ODOT will make an estimate and advise Tri-Met.

e) Increase the grade on 1st Avenue-Steel Bridge Ramp from 7.0% to 7.5%. Cost - none. Tri-Met and Bechtel indicated 7.0% is maximum possible for operation of LRT vehicle. Any other adjustments to the gradeline did not eliminate the problem.

It was decided that option (d) was best but timing of the approval to eliminate the ramp is uncertain. Therefore, option (b) was next best and ODOT will proceed with the design on that basis until further word from Tri-Met.

4. Tri-Met presented details of the electrical equipment and conduit at the lift joints. ODOT will review these details and advise Tri-Met of any additional data required. Tri-Met will then set up a meeting with their supplier and ODOT to review the design.

5. Tri-Met will supply ODOT with a plan view drawing showing the location of all conduit, junction boxes, cabinets and other electrical equipment.

6. ODOT will send Tri-Met one copy of all detail drawings of the project which are available to date.

7. Catenary pole data is still not available.

8. Bechtel will supply ODOT with a plan view drawing showing the location of all rail expansion joints, the required blockout details, location of track drains, isolation joints, tie bar spacing, and other pertinent data.

9. The conflict in structure width between 1st Avenue-Steel Bridge Ramp and Everett St. LRT Bridge has been resolved. The City approved the variance to reduce the offset from face of curb to railing on the Everett St. LRT Bridge.

10. Bechtel requested some back up data for the estimate of the extra cost of the latest roadway drainage scheme.

11. It was decided that we need an overall plan showing alignment details and also gradelines. Bechtel will send ODOT mylars of their plans when all data is confirmed.

12. Bechtel gave ODOT a copy of their latest gradeline on the Holladay Ramp. It is preliminary and is being field checked for accuracy.

13. ODOT indicated the existing catwalk would be removed and rebuilt so the attachment of new conduit will have to be coordinated with Tri-Met. Original idea was that Tri-Met would assume full responsibility for the design of the connections. ODOT gave Tri-Met a copy of field data showing the catwalk limits in plan view and location of existing utilities.

14. Next meeting set for Thursday, June 2, 9:30 AM.

TJS:smd

cc See those in attendance marked *
✓ E. S. Hunter
E. L. Hardt
Bob Sandmann

1W

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
5821 N.E. GLISAN STREET, PORTLAND, OREGON 97213

April 11, 1983

Telephone 238-8226

In Reply Refer to
File No.

26-1959(340)

JOHN LANG, Administrator
Street & Structural Engineering
City of Portland
Department of Public Works
1120 S.W. Fifth Avenue
Portland, OR 97204

DON BERGSTROM, City Traffic Engineer
Traffic Engineering Office, Room 902
City of Portland
1120 S.W. Fifth Avenue
Portland, OR 97204

Subject: Steel Bridge traffic control plans

The state fully intends to involve the city in the development of traffic-control plans for the reconstruction work on the Steel Bridge and ramps.

However, before traffic-control plans can be developed, it is necessary that it be known what type of construction and staging is required. That information is just now, hopefully, being finally determined.

I expect to begin first discussions on traffic control/staging, involving city staff, within the next two weeks.

Once again, I request that the city consider allowing the state to close the Steel Bridge to traffic during the full reconstruction period, or possibly for a portion of the time.

Please have your staff give this request serious consideration.

Robert A. Sandmann
ROBERT A. SANDMANN
Project Engineer

ebg

xc: E. L. Hardt
A. C. Harwood
W. J. Hart
J. H. Versteeg

1 Versteeg ✓
✓ Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
APR 12 1983
ROAD DESIGN
SECTION

Do Not File
Return To
Bring Up ____/____/____
Action

REFERRED TO
Watson
1 Mann NEM
Cole
Stoudenmeyer
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2 Beard WEB
Dorn
Due
Return Discuss Do File
By FINAL DESIGN ENGINEER

9711 1-84 N

Form E-39 (Rev. 9-71)

OREGON STATE HIGHWAY DIVISION

AUTHORITY FOR SURVEY

Page 1 of 2

Section Steel Bridge and Ramps (Banfield Transitway Project)
Date April 11, 1983
Highway Pacific Highway West
Authorization No. 2
County Multnomah Units: see below
Survey Prefix 26-1928 (Assigned by Salem office)

Description of termini, route, length, etc.:

Westerly terminus is the intersection of Everett Street and NW First Avenue. The easterly terminus is the west side of the Holladay Street/NE Occident Avenue intersection. The route of the light rail will be by ramp connecting NW First Avenue to the auto deck of the Steel Bridge. Transit then crosses the Steel Bridge in the center lanes and accesses Holladay Street using the existing Holladay Street ramp. A new ramp connecting Holladay Street to the Steel Bridge for automobiles will be designed and constructed so that the existing connection can be used exclusively by LRT. The length is approximately 0.5 miles.

Units: 01 First Avenue Ramp (LRT)
02 Main span and approach spans
03 Holladay Ramps (LRT and auto)

1 ✓
2 A
3
4
SECTION
Rudy Watson

Purpose of survey:

Prepare plans, specifications, and estimates of cost for new transit structures, structure modification for transit, redecking existing structures, and a new auto connection between NE Holladay Street and the Steel Bridge.

Estimate of cost:

*See attached sheet for breakdown of cost by function and split between highway and transit. Federal funding and local match for transit related work to be secured by Tri-Met.

Bring Up

INSTRUCTIONS

Submit four copies to Salem. After approval by the Assistant State Highway Engineer, one copy will be sent to the Regional Engineer and one copy to the Resident Engineer.

This form does not constitute authority for making survey until approved and returned.

Submit separate order for each survey.

Total estimated cost of survey	$241,000*
Previous authorization	180,000
Additional authorization requested	61,000
Additional authorization approved (Salem)	
Total all authorizations approved (Salem)	

Requests made by: Robert
Project XXX Engineer

Recommended for Approval:
Regional Engineer

Recommended for Approval:
Location Engineer

Approved:
Assistant State Highway Engineer

SP*23604-734

1(a)

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Metro Region
5821 N.E. GLISAN STREET, PORTLAND, OREGON 97213

April 8, 1983

Telephone 238-8226

In Reply Refer to
File No.

DON MacDONALD
Project Director
Banfield Light Rail Transit Project
Mead Building, Suite 600
421 S.W. Fifth Avenue
Portland, OR 97204

1 Versteeg ✓
Anderson
Adams
Macnab
2 Stoudenmeyer
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RECEIVED
APR 11 1983
ROAD DESIGN
SECTION

Do Not File ☐
Return To
Bring Up / /
Action

Subject: Steel Bridge/Ramps
Engineering design costs

Cost records I have received through February 1983 indicate we have overrun the authorized amount for transit-related,design costs by approximately $1,800.

Since we are a considerable distance from being completed with the final designs, I have updated the estimated cost to complete the work and for the transit-related, design work. It appears an additional $61,000 will be needed. The original estimated cost for transit-design work was $73,000. With the estimated additional, the TEC is now $134,000.

Please confirm that funding is available to cover the cost to complete the transit-related, design work for the Steet Bridge/Ramps.

Robert Sandmann
ROBERT A. SANDMANN
Project Engineer

ebg

xc: E. L. Hardt
W. J. Hart
J. H. Versteeg

7- 896

[illegible]

J-W

STATE OF OREGON
Department of Transportation
Metropolitan Branch

INTEROFFICE MEMO

Telephone: 238-8226
Date: April 7, 1983

File No: 26-1959 (350)

TO: WALTER J. HART
Bridge Engineer

FROM: ROBERT A. SANDMANN
Project Engineer

SUBJECT: Steel Bridge/ramps

As a result of the meeting on the subject project with Tri-Met, et al, yesterday, I got the feeling that the 6/30 date for bid letting is no longer achievable. Please let me know your best assessment of the situation and what date we should now establish for bid opening.

I also need from you a laundry list (again) of information needed and/or promised so that you can proceed to finalize designs, etc.

Also, established at yesterday's meeting was that ODOT will include in its Steel Bridge/ramps contract the installation of rail on the Holladay access from Occident Avenue to the end of the ramp structure (see attached sketch). Tri-Met is to provide the detailed information for the contract.

Attached is Tri-Met's schedule for design elements. Will you please update and/or revise it to your best ability.

ebg

attachment

Robert Sandmann

xc: Jerry Backstrand
Ollie Parent
Hal Versteeg ✓

1 Watson ✓
Anderson
2 Adams
3 [illegible] Stm
Stoudenmeyer
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Crest
Wakerlig

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ROAD DESIGN SECTION

Do Not File
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Bring Up
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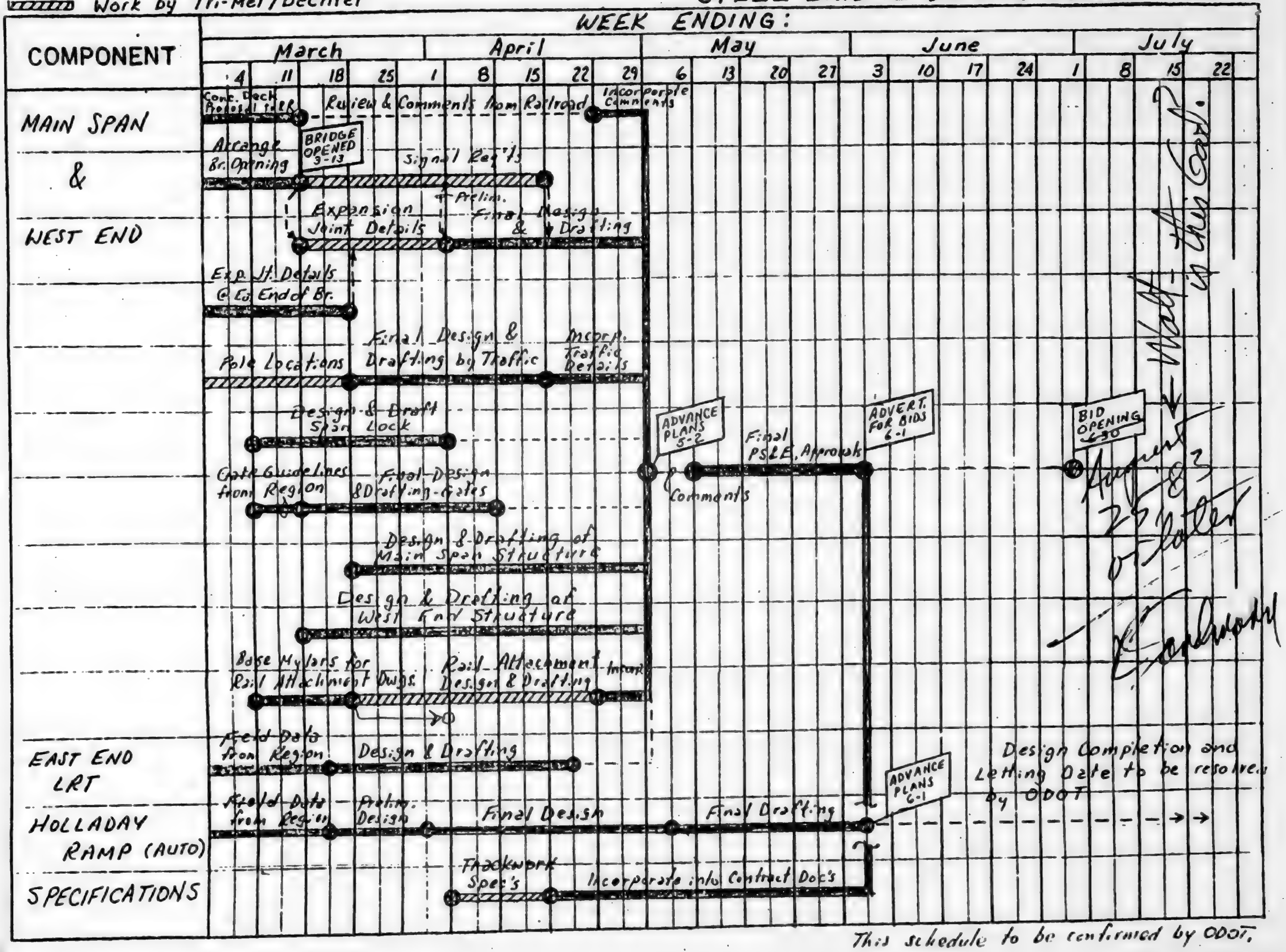
Return Discuss Do File Due
By FINAL DESIGN ENGINEER

3-3-83

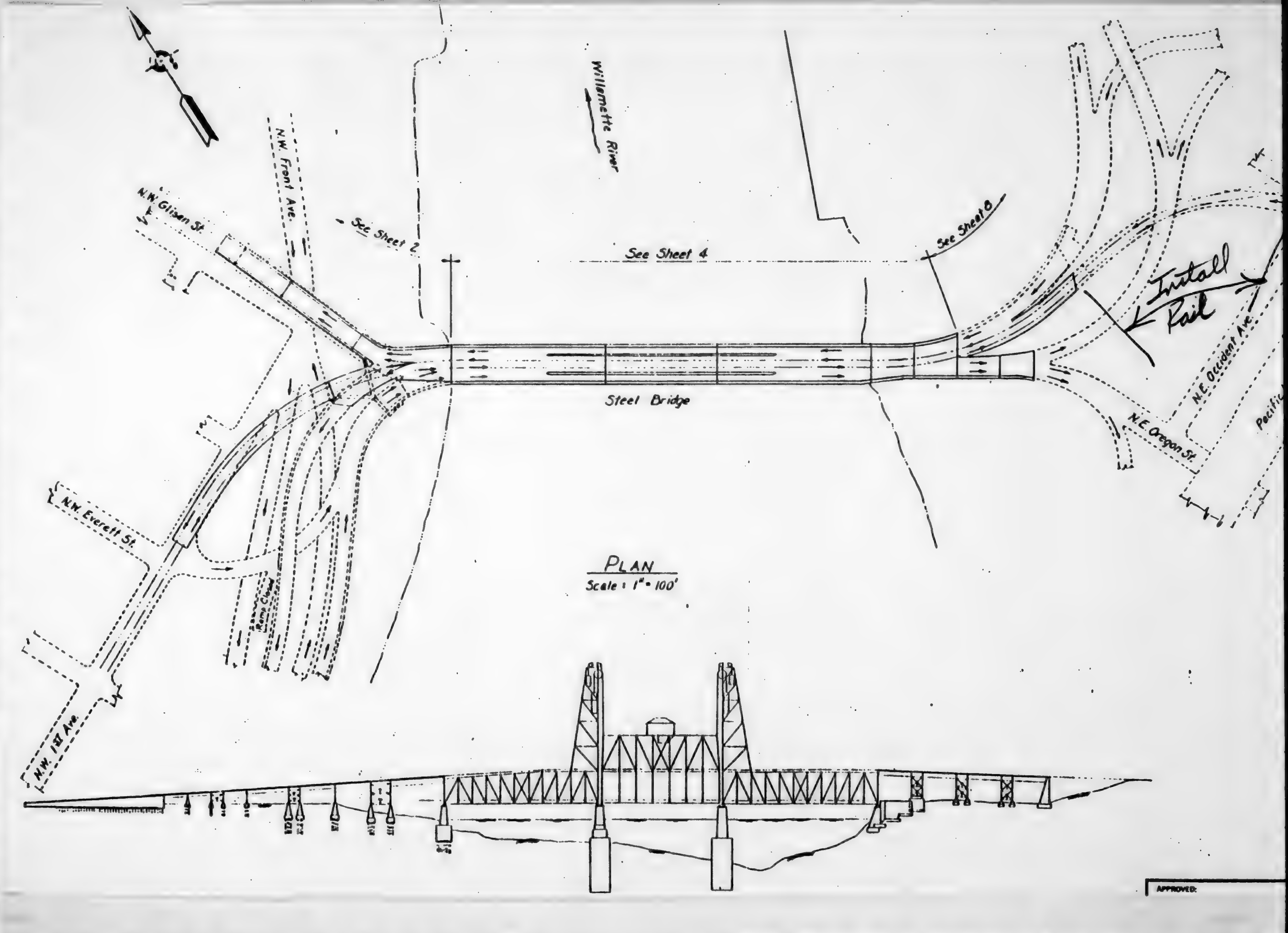
STEEL BRIDGE DESIGN COORDINATION

LEGEND:

- ▬ Work by ODOT
- ▨ Work by Tri-Met/Bechtel

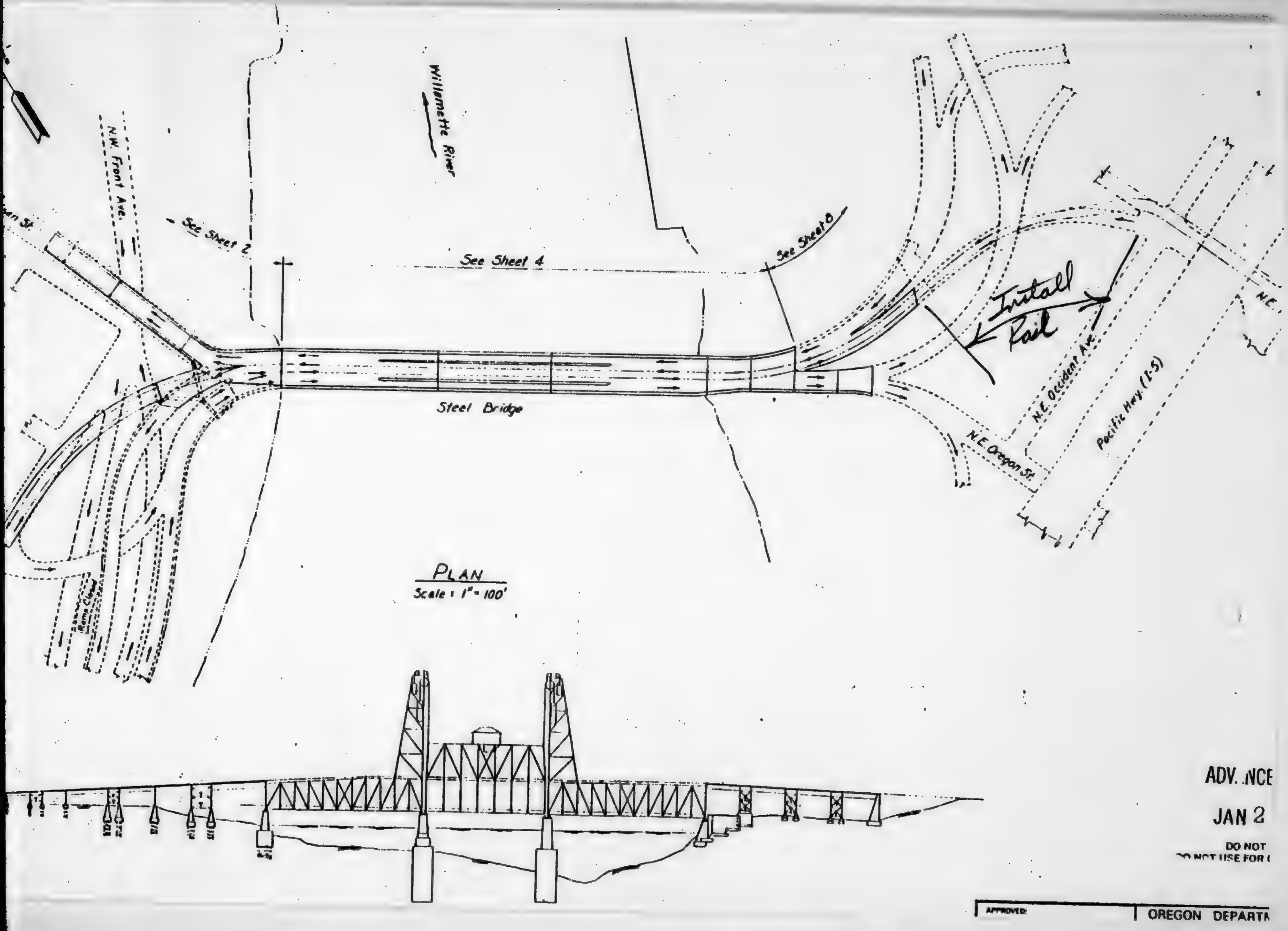


This schedule to be confirmed by ODOT.


Willamette River
N.W. Glisan St.
N.W. Front Ave.
See Sheet 2
See Sheet 4
See Sheet 8
Install Rail
N.E. Occident Ave.
Pacific
N.E. Oregon St.
Steel Bridge
N.W. Everett St.
Ramp Closed
N.W. 1st Ave.

PLAN
Scale: 1" = 100'

APPROVED:


N.W. Front Ave.
See Sheet 2
Willamette River
See Sheet 4
See Sheet 8
Steel Bridge
N.E. Oregon St.
N.E. Occident Ave.
Pacific Hwy (I-5)
N.E.
Intall Rail
Ramp Closed

PLAN
Scale: 1" = 100'

ADV. NCE

JAN 2

DO NOT
DO NOT USE FOR

APPROVED:

OREGON DEPART

1747

F

U.S. Department
of Transportation

**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon IX-68(-)
Steel Bridge and Ramps
(Br. Nos. 2733L and 6683B)

Date: April 6, 1983

From: Division Administrator

Reply to Attn. of: HFO.6-OR

**NOTED
H.S. COULTER**

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

The preliminary plans for these structures have been reviewed and approved as requested by Mr. Hart's letter of January 24, 1983. You may wish to enclose the space under span 1 of the First Avenue LRT Ramp for maintenance reasons.

J K Hassner
for Dale E. Wilken

cc:
OSHD (W Hart)
OSHD (D Adams)
OSHD (D E Swan)

RECEIVED
STATE HWY ENGR

APR 7 '83

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

1748.

STATE OF OREGON
RAILROAD & UTILITY UNIT 378-6511

INTEROFFICE MEMO
ROW 18-2

TO: Robert Gormsen
Commission Services

DATE: March 15, 1983

FROM: Roger D. Trygstad, PE
Railroad & Utility Engineer

SUBJECT: Permit of Entry
Surveying on Steel Bridge
Banfield Transitway Project
ODOT Agreement No. RR-1012

11/25

RAILROAD COMPANIES
FILE No. 1012

Attached is the State's fully-executed copy of a Permit of Entry allowing us to do some surveying on the steel bridge as a part of the Banfield Transitway project.

Also attached is an endorsement to the Railroad Protective Liability Insurance which we purchased for the Union Pacific Railroad Co. which amends the policy to include the surveying on the steel bridge and to cover employees of the Tri-County Metropolitan Transportation District (Tri-Met).

RDT/llr
Attachment
cc: E. L. Hardt - w/copy
Robert Sandmann - w/copy
J. B. Boyd - w/copy

TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON

TRI-MET
4012 S.E. 17TH AVENUE
PORTLAND, OREGON 97202

BANFIELD LIGHT RAIL PROJECT
421 S.W. 5TH, SUITE 600
PORTLAND, OREGON 97204

05-14.20

BANFIELD TRANSITWAY OFFICE
TO: ________ FROM: ________
FEB 23 1983
_____ Prepare Reply _____ Investigate
_____ For My Signature _____ For Your Info
_____ Comment _____ Note & File
_____ Initial & Return _____ Return w/detail

February 22, 1983

Bob Sandmann
Oregon Dept. of Transportation
5821 N.E. Glisan
Portland, OR 97232

Subject: The Steel Bridge east ramp design, for LRT only

Dear Bob:

In order to assure the safe operations and to mitigate the potential conflicts between the automobiles and the LRT in the same roadbed, on the Steel Bridge, it is proposed that a separate roadway be provided for the LRT vehicles on the east ramp. This provision would be compatible with the future removal of the west ramp at Front Ave. Thus, the safe and uninterrupted movement of the LRT can be maintained throughout the entire bridge. On the east ramp, to segregate the automobiles traffic from the LRT, the new ramp would be needed parallel to the north of the existing Holladay Street ramp. The existing ramp would be used exclusively for the LRT traffic, and would have an open track or the direct fixation track roadbed. The new ramp would provide adequate width for one lane of traffic and a walkway, and will be merged with the ramp from Hassalo Street.

For the Steel Bridge design and construction, please include in your design the new ramp from Holladay St. to Steel Bridge. The scope of services for this ramp should include: field and site survey; prepare PS&E contract and bid documents; coordinate the design review and interface with Tri-Met and its consultants; administer and manage the construction of the ramp.

The design of this ramp may be included in the same package as the Steel Bridge design, scheduled for bid date on June 30, 1983. Please indicate if this schedule cannot be met.

If you have any questions, please do not hesitate to call me.

Sincerely,

Donald L. MacDonald
Director

Banfield
Light Rail
Project

cc: Tony Venturato
Ron Higbee
Steve Crouch
Manit Churanakoses#

[illegible]146

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DES 23
6683B & 2733L

In Reply Refer to
File No.:

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

January 24, 1983

FROM: Walter J. Hart, P.E.
Bridge Engineer

NOTED
S. PONTE

SUBJECT: Steel Bridge and Ramps, Brs. 6683B & 2733L
Banfield Transitway (Steel Br. & Ramps Unit)
Pacific West Highway
Multnomah County

Enclosed are two reduced prints of Drawings 38030 thru 38038 which are the preliminary plan and elevation and deck sections for this project. Also enclosed are two reduced prints of Drawing 37145 which is the vicinity map for the 1st Ave.-Steel Bridge LRT Ramp. The foundation report for this ramp will be forwarded at a later date.

The purpose of this project is two-fold: to replace the deteriorated timber deck and to accommodate the LRT vehicles of the Banfield Transitway which will be routed from Holladay Ave. to downtown Portland by using the Steel Bridge and Ramps. The two inside lanes of the Steel Bridge will serve both LRT and highway traffic. The two outisde lanes will serve highway traffic only. The Holladay ramp will be two-way with the westbound lane serving LRT and highway traffic and the eastbound lane serving LRT only.

The 1st Ave.-Steel Bridge Ramp will carry LRT vehicles from the west end of the Steel Bridge to the Everett St.-1st Ave. intersection. Alignment, length and width are governed by existing geometry and criteria required for the light rail system. The structure will be a reinforced concrete box girder with the LRT rails set into the deck. The purpose is to provide an "escape route" for highway vehicles who intend to use the Steel Bridge-Front Ave. ramp but end up on the LRT ramp. If the LRT rails are mounted on the top surface of the deck, the highway vehicles would become stranded causing the whole system to shut down.

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TECHNICAL SERVICES

JAN 26 '83

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

The Glisan St. Ramp has an existing 43-foot roadway, wide enough for three lanes. Since only two lanes are necessary, we propose to reduce this width to 30 feet during the rehabilitation. The existing timber deck and sidewalk will be removed and replaced with poured-in-place reinforced concrete. Existing rails will be updated to serve as traffic barriers and to match the existing "picket-fence" rail used on the interchange ramps each end of the Steel Bridge.

The intersection of the new LRT ramp and the existing ramps on the west side of the river will require the removal of a portion of the Steel Bridge-Front Ave. Ramp and a portion of the pedestrian walkway under the ramps. The new construction in this intersection will be a combination of poured-in-place concrete box girder and concrete deck on steel girders.

The fixed spans of the Steel Bridge and the east approach spans are existing steel structures with timber decks which will be removed and replaced. The lift span of the Steel Bridge has an existing concrete filled steel grid deck. Only the deck between the trusses (LRT/Highway lanes) will be replaced. The deck carrying LRT/Highway traffic will be concrete filled steel grid flooring which will be removable to allow access for maintenance of the LRT rails and fasteners. The deck carrying highway only traffic will be poured-in-place concrete. The sidewalks will also be concrete filled steel grid flooring. Traffic rails will be added each side of the trusses and between vehicle and pedestrian traffic. New pedestrian rail will match the "picket-fence" rail mentioned above.

The Holladay Ramp structure is a three-span reinforced concrete deck girder. In order to minimize the rehabilitation cost of this structure, we propose to overlay the westbound (LRT/Highway) lane and attach the eastbound (LRT only) track directly to the top of the existing deck. This requires the use of concrete barriers and replacement of some of the existing traffic rails.

The estimated cost of this project, including an allowance for engineering and contingencies, is $6,500,000. This does not include the cost of realignment of Front Ave. nor the cost of the LRT rails, fasteners or electrical lines and supports.

We request your approval of our preliminary plan.

TJS:smd

Enclosures

~~cc E. S.~~ Hunter
D. E. Swan
Don Adams
E. L. Hardt
Gary Potter
Don Shaffer

[illegible]

ROW 12

STATE OF OREGON

INTEROFFICE MEMO

TO: Bob Gormsen, Manager
Commission Services

DATE: July 15, 1982

JB Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Permit of Entry
Union Pacific Railroad
N.E. 21st Ave.-N.E. 92nd
Ave. Section
Banfield Transitway Project
File 49425
FAP No. IX-68(2)

RAILROAD COMPANIES
FILE No. 1012

Attached is the original licensees counterpart of a permit of entry executed on June 25, 1982. This is the only original document in our possession. The remainder of the personnel involved will receive copies of this document for their use.

JBB:jh
attach.

cc: Chairman Yturri
Tom Walsh
Fred Miller w/attach.
H. S. Coulter w/attach.
E. S. Hunter w/attach.
Ed Hardt w/attach. (3)
Bob Sandmann w/attach.
Steve Green w/attach.
Vern Skoog w/attach.
Ken Johnson

Contains Recycled Materials

TO: Oregon Transportation Commission

SUBJECT: Confirmation Report of Actions Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority and acting in accordance therewith for the Commission, I approved the following actions and report this action for your official records:

1) By telephone on June 21, 1982, I gave approval to J. B. Boyd to accept the settlement with the Union Pacific Railroad Company for the Banfield Transitway in Multnomah County under the agreement approved by the Commission, November 4, 1980, and utilize a Permit of Entry until deeds can be prepared. The cost for the land from Highway Funds is $372,600 and the balance for property from Transit Funds is $322,000 with $5,431,121 allocated for cost-to-cure. File 49425.

2) On June 14, 1982, approved Supplemental Agreement No. 8 with Multnomah County to Phase III covering minor improvement on 190th adajcent to Multnomah County Operations and Maintenance Facility. (File 46993-A)

3) On June 28, 1982, approved a personal and professional service contract between the Department of Transportation and Gossard-Pyron Associates of Eugene. Contractor is to conduct training and consultation to help clarify the roles and responsibilities of key managers and administrators. The cost to the State is $8,350 and the contract period is between July 1, 1982, and June 30, 1983.

Dated this ____ day of ______________, 1982

Tom Walsh, Vice Chairman
Oregon Transportation Commission

9748

ROW 12

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
H.S. COULTER

In Reply Refer to
File No.:

June 25, 1982

Mr. Jeff Asay, Assistant
General Attorney
Union Pacific Railroad
P.O. Box 4265
Portland, Oregon 97208

RE: Permit of Entry
N.E. 21st Ave.-N.E. 92nd
Ave. Section
Banfield Transitway
Project
File 49425
FAP No. IX-68(2)

Dear Jeff:

Enclosed is a warrant in the amount of $6,625,721 which is payment for easement rights referred to in the Permit of Entry. The Permit of Entry rights become valid upon receipt of the warrant and the project can proceed under the terms of that Permit of Entry.

The coordination in the project details have been momentous. The cooperation of the Union Pacific Railroad has been gratifying. My personal thanks to Mr. Tabor and the entire engineering staff, to Mr. Landskroner and his staff, and to Mr. Bergmann and his staff.

Very truly yours,

Bruce

J. B. Boyd, PE, PLS
Right of Way Manager

JBB:jh
enc.

cc: Fred Miller
H. S. Coulter
E. S. Hunter

RECEIVED
STATE HWY ENGR
JUN 25 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

9748

ROW 12

STATE OF OREGON

INTER-OFFICE MEMO

TO: File

DATE: June 23, 1982

FROM: JBBoyd
J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Approval of Permit of Entry Procedure
Payment to Union Pacific Railroad
N.W. 21st - N.W. 92nd Ave. Section
Banfield Transitway Project
File 49425
FAP No. IX-68(2)

NOTED
H.S. COULT

Because the final documents for the conveyance of the easements on the above subject file needed revisions, a permit of entry procedure was required in order to accomplish the project bid deadline. Payment to the Union Pacific Railroad of $6,625,721 will be made in return for the permit of entry. Director Fred Miller was apprised of the problems and concurred in the procedure. Chairman Yturri was not available for discussion on the problem so Vice-Chairman Tom Walsh was contacted on June 21, 1982 and the procedure was justified to him. His approval was obtained by telepone. I will deliver the check and close the negotiations 11:00 a.m., Friday, June 25, 1982.

JBB:jh

cc: Chairman Yturri
Tom Walsh
Fred Miller
H. S. Coulter ✓
E. S. Hunter
Bob Gormsen (Please enter in Commission Journal).

RECEIVED
STATE HWY ENGR
JUN 24 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

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97.18

ROW 12

STATE OF OREGON **INTEROFFICE MEMO**

TO: V. E. Skoog
Highway Controller

DATE: June 22, 1982

JB Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Payment to Union Pacific
Railroad
N.W. 21st - N.W. 92nd Ave.
Section
Banfield Transitway Project
File 49425
FAP No. IX-68(2)

The check paying Union Pacific Railroad scheduled June 18 had to be revised. Difficulties arose in area calculation and, therefore, the values for the real property. The final documents for the transfer of the property will be delayed for a short period of time and a Permit of Entry will be executed in return for payment. The cost-to-cure in the amount of $5,431,121, prefix 26-2572, remains the same. Real property values have now been revised to $1,194,600. This is prefix 26-2576 and is split to Highway related $372,600 and Transit related $822,000. The total payment of $6,625,721 is in accordance with cost-to-cure study and appraisals on file in the Right of Way Office. The payment is based on an agreement signed by the Oregon Transportation Commission November 4, 1980. Director Miller was apprised of the procedure utilizing the Permit of Entry and he concurred on June 18, 1982. Permission to utilize the Permit of Entry procedure was justified to Vice-Chairman Tom Walsh on June 21, 1982, and approved by him. The transaction is to be completed on June 25. Bids for this project are to be open July 1, 1982.

This has been a very difficult and complicated negotiation. I appreciate all the assistance that you and your personnel have given the Right of Way Section. It has been difficult because of the corrections negotiated through third parties with the Omaha Office.

JBB:jr

cc: Chairman Yturri
Tom Walsh
Fred Miller
Scott Coulter
E. S. Hunter
Bob Sandmann
John Wichman
Steve Green
Ken Johnson

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
JUN 23 '82
REFER TO
Schwartz
FOR

Info	Inves	R/D	D.R	Sign	Act	File
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81-125-1387

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VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

May 18, 1982

TO: D. E. Wilken Division Administrator
Federal Highway Administration

JBBoyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

RECEIVED
STATE HWY ENGR
MAY 18 '82
REFER TO
FOR

Info	Inves	R/D	D. R	Sign	Act	File

SUBJECT: Justification
Continuing Negotiations
Union Pacific Railroad
File 49425
Oregon Project IX-68(2)
Banfield Freeway
Oregon Project IX-323(29)
Banfield Transitway
Ref: J. B. Boyd ltr. 5-4-82
Dale E. Wilken ltr. 5-13-82

The present plan to locate the storm sewer on Union Pacific Railroad right-of-way is proper including the agreement to make certain drainage connections and the paving of the service road at the present time. These costs were indicated in my letter of May 4 as being paving $238,000 and the sewer work $71,500. An alternative would be to compensate the Railroad for the use of their property. They will not grant an easement but are willing to give us a perpetual license to construct, operate and maintain the sewer on their property. This is proven to be the most expedient and cost effective location for the sewer by our design people and confirmed by Mr. Cliff Christianson, your area engineer.

There are approximately 24,520 linear feet of sewer. A reasonable width to construct this deep sewer system is 10 feet. Our average unit price for the land has been computed at $4.10 or a fee value for this width property of $1,004,500. Using a scale of .3 to .5 as being the value of the easement, it is obvious that the compensation due the Railroad for an easement of this magnitude would be from $300,000 to $500,000. The license the Railroad is willing to give us is tantamount to an easement and therefore the settlement by providing the construction features is reasonable and a proper course of action to take.

JBB:jr
cc: Fred Miller
H. S. Coulter
E. S. Hunter
D. H. Moehring
V. E. Skoog
Roger Trygstad

Form 734-3122

DATE: May 17, 1982

AGR

TO: Oregon Transportation Commission

FROM:

H. S. Coulter
State Highway Engineer

SUBJECT: Supplemental Agreement
Union Pacific Railroad Agreement
Banfield Transitway Project
File 49425

On November 4, 1980, you approved an agreement with the Union Pacific Railroad concerning easement compensation for the Banfield Transitway.

We are now in the final development process for this project, and some minor modifications to this agreement are required. These modifications agree with the intent of the original agreement and have been approved by our legal counsel. We are proceeding with final negotiations with the Railroad, and the project is to be let for construction in the near future.

Your approval of this supplemental agreement is recommended, and authorization is requested to execute it in your behalf. This will be an item on the consent calendar for your consideration at the May 20 meeting.

bc Fred D. Miller
R. W. Gormsen
E. S. Hunter
R. N. Bothman
D. H. Moehring
J. B. Boyd
E. L. Hardt
George Bell

Pla 8
Banfield

U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project IX-68(2) - Banfield Freeway
" " IX-323(29) - Banfield Transitway
Multnomah County - File 49425
(Ref: J. B. Boyd ltr 5-4-82)

Date: May 13, 1982

From: Division Administrator

Reply to Attn. of: HRW-OR

To: Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division

It is necessary that you acquire adequate interest from the Union Pacific Railroad to allow for the construction, operation, and maintenance of the storm sewer facility to be constructed as part of the subject projects. Normal acquisition procedures should be followed with the cost of special construction features requested by the railroad offset against the compensation that otherwise would have been due them.

John A Wickman
for Dale E. Wilken

cc:
OSHD (J. B. Boyd, R/W)

5-17-82

cy- Boyd
Please handle
EK

RECEIVED
TECHNICAL SERVICES
MAY 17 '82
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

RECEIVED
STATE HWY ENGR
MAY 17 '82
REFER TO Hunter
FOR

Info	Inves	R/D	D/R	Sign	Act	File
☒					☒	

UNION PACIFIC RAILROAD COMPANY
LAW DEPARTMENT

L. JAMES BERGMANN
General Solicitor
JOHN F. WEISSER, JR.
Assistant General Solicitor
JEFF S. ASAY
ROY P. FARWELL
PETER W. HOHENHAUS
General Attorneys
CAROLYN L. LARSON
Assistant General Attorney
BARRY L. GROCE
Attorney

UNION PACIFIC

628 Pittock Block
P.O. Box 4265
Portland, Oregon 97208
(503) 249-2660

May 12, 1982

Mr. J. B. Boyd
Right of Way Manager
Department of Transportation
Highway Division
Transportation Building
Salem, Oregon 97310

OVED
JG

5-14-82

9001-32-6.1

Banfield Supplemental Agreement and Deeds

Dear Bruce:

Attached for your review are the following:

1) Supplement to the Banfield Transitway Agreement substituting a revised easement deed and modifying our standard Exhibit B insurance language;

2) Revised Exhibit C Bargain and Sale Easement Deed conveying Banfield easements from the Railroad to the State. Please note specific changes in the opening paragraph and in Paragraph (1); and

3) Bargain and Sale Deed conveying and relinquishing easements from the State to the Railroad.

Please review these documents and advise if they are satisfactory. Copies also are attached for Jack Sollis. I am working with Bob Sandman to prepare appropriate prints to be attached to the deeds.

If you have any questions or problems, please give me a call.

Very truly yours,

Jeff

Jeff S. Asay
(Direct Line: 249-2315)

JSA:gh
Attach.

cc: Mr. Jack Sollis
Chief Counsel
Highway Division
Transportation Building
Salem, OR 97310

NOTED
A. J. VIDUCICH

RIGHT OF WAY ADMINISTRATION
RECEIVED
MAY 13 1982

☐ M	☐ AM	☐ ACM	☐ RBR	☐ CA	☐ LS
☐ FMS	☐ AS	☐ CE	☐ OS	☐ TA	☐ RUE
☐ 0	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5

9744

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.: ROW 18-2

May 4, 1982

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

JB Boyd

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

SUBJECT: Banfield Transitway
Columbia River Highway
Multnomah County
ROW File 49425

We continue to negotiate with the Union Pacific Railroad regarding the Banfield Transitway project. The main unresolved area relates to the storm sewer we wish to construct on Union Pacific right of way but outside of our easement area. We have requested a permit from the Railroad to allow us to build this sewer line under their right of way. They have requested that we install a minimal amount of drainage serving their track area and that we pave the maintenance road where the manholes will be located in exchange for the use of their property. It is estimated that the paving of the maintenance road will cost about $238,000 and that the sewer work to serve the railroad property will cost an additional $71,500.

We feel that the paving and sewer work requested by the Railroad is reasonable and should be a reimbursable part of the project. Your concurrence is requested.

RDT/JBB/llr

cc: Fred Miller
H. S. Coulter ✓
E. S. Hunter
D. H. Moehring
V. E. Skoog
J. H. Versteeg
Ed Hardt
R. D. Trygstad

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR

MAY 5 '82

REFER TO
Schwartz

FOR

Info	Inves	R/D	D/R	Sign	Act	File
☒	☐	☐	☐	☐	☐	☒

Form 734-3122

ROW 18-2

April 16, 1982

Mr. L. James Bergmann
General Solicitor
Union Pacific Railroad Co.
Law Department
PO Box 4265
Portland, OR 97208

Permit of Entry Extension
Banfield Transitway Project
ROW File 49425
ODOT Agreement No. RR[redacted]

RAILROAD COMPANIES
FILE No. 1612

Dear Mr. Bergmann:

Attached is Union Pacific's copy of the extension to the Permit of Entry dated April 8, 1980 relating to the Banfield Transitway Project.

Thank you for your cooperation in this matter.

Cordially,

Roger D. Trygstad, PE
Railroad & Utility Engineer

RDT/llr
bc: Robert Sandmann - w/copy
Ed Hardt - w/copy
Dick Hacek - w/copy
J. B. Boyd - w/copy
Robert Gormsen w/ [illegible]

[illegible] 4-16 82 [illegible]

[illegible]

4318

Rou 12

files

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

June 26, 1981

In Reply Refer to
File No.:

Mr. Jeff Asay, Assistant
Attorney General
Union Pacific Railroad
Law Department
628 Pittock Block
Portland, OR 97208

RE: Permit of Entry for
Testhole Borings
Banfield Transitway
Project
File No. 49425

RAILROAD COMPANIES
FILE No. 1012

Dear Jeff:

I am returning the signed Permit of Entry on the above project. This is in the form which you prepared and our Chief Counsel, Mr. Jack Sollis, approved. Thank you for your continuing assistance on this program.

Very truly yours,

Bruce

J. B. Boyd
Right of Way Manager

JBB:jr
Enc.

cc: Bob Gormsen w/attach. (Original Permit of Entry) ✓
E. S. Hunter w/attach.
Walt Hart w/attach.
Ed Hardt w/attach.
R. N. Bothman w/attach.
Doug Luth w/attach.
Roger Trygstad w/attach.

7/13 note to add

Noted in
agree. book
fran

Form 734-3122

STATE OF OREGON

INTEROFFICE MEMO

TO: Robert Sandman
Special Projects Coordinator

DATE: May 20, 1981 MAI 6683B

FROM: Walter J. Hart
Bridge Engineer Walter J Hart

SUBJECT: Steel Bridge Section
Banfield Transitway Project

We do not have inspection reports for the structural steel in the Steel Bridge. Our inspections are limited to the decking on this railroad structure. Your May 18, 1981 contact with UPRR's bridge maintenance sections indicates that they have recently inspected the structural steel on this structure. We would like a copy of their report if it is available. We recommend that a consultant be retained by Tri-Met to inspect the structure and evaluate its remaining useful life before utilizing this structure for the transitway. Our correspondence indicates that there have been instances of corrosion problems on this structure so some rehabilitation work, at the very least, is expected to make this structure adequate to support light rail vehicles.

Our design work here is handicapped by not having a full set of the original bridge plans. We have sheets numbered 1A, 1B, 37, 39A, 40, 41, 42, 53A, 54B and 55. Would you contact UPRR to see if they could supply the remaining sheets? We would also appreciate copies of specifications, general notes and mill reports if they are available. We do have a set of American Bridge Company shop drawings for this bridge.

The 17'-0" track centerline spacing across the steel bridge on PB/LTK Preliminary Plan and Profile Drawings No. PC023 and PC024 does not provide the minimum side clearance of 7'-6" (See PB/LTK Preliminary Design Criteria) to the steel trusses and/or miscellaneous structures. Since the floor stringers will need to be replaced or relocated to support the light rail track, we need the corrected track spacing as quickly as possible.

We also need to know the electrification details across the structure so that we may provide the necessary supports.

RLM:jrb

cc: ✓L. S. Hunter

RECEIVED
TECHNICAL SERVICES

MAY 20 '81

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

Contains Recycled Materials
81-125-1387

9718

files

VICTOR ATIYEH
GOVERNOR

Oregon State Highway Division

TRANSPORTATION BUILDING, SALEM, OREGON 97310

ROW 18-2

April 14, 1980

L. James Bergmann
General Solicitor
Union Pacific Railroad Co.
PO Box 4265
Portland, OR 97203

Permit of Entry for Surveying
Banfield Transitway Project
Right of Way File: 49425
ODOT Agreement No. RR-1012

RAILROAD COMPANIES
FILE No. 1012

Dear Jim:

The Permit of Entry that you sent us on April 10th has been accepted by Mr. J. B. Boyd on behalf of the Oregon Department of Transportation. Attached for your records is a copy of the accepted Permit.

Thank you for your cooperation in this matter.

Cordially,

R D Trygstad

Roger D. Trygstad
Railroad & Utility Engineer

RDT/vlw

Attach.

bc: J. L. Sollis w/copy
G. L. Green w/copy
Dick Hacek w/2 copies

NOTE: Please arrange for insurance coverage as we discussed. A Certificate of Coverage should be sent to Mr. Bergmann and a copy to myself, as well as Mr. Sollis.

R. N. Bothman w/copy
R. A. Sandmann w/copy
D. E. Swan w/copy
J. B. Boyd w/copy
R. Gormson w/original

Q 4/14/80
by Boyd x
ō V
in book
(files)

A DIVISION OF THE DEPARTMENT OF TRANSPORTATION

1984 Corvallis-Nowport Hwy at SW 9749
53rd Street (Corvallis)
(traffic signals)

April 26, 1985

Fireman's Fund Insurance Co.
PO Box 3825
Portland, OR 97208

CON 5
#9749

Gentlemen or Ladies:

Contract No. 9749 awarded to Benton Electric, Inc. for traffic signal installation on the Corvallis-Newport Highway at 53rd Street in Corvallis was completed on January 29, 1985, and accepted by the State Highway Division on April 16, 1985.

Final payment in the amount of $1,038.50 will be released to the contractor after May 1, 1985. The total contract amount is $54,468.92 and no work was performed under force account.

No claims for labor or material have been filed with us against the bond on this contract.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Benton Electric, Inc.
34037 Excor Road
Albany, OR 97321

Marsh & McLennan
PO Box 10167
Eugene, OR 97440

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog (Attn: Frank Griffin)
Bill Anhorn

STATE OF OREGON

INTEROFFICE MEMO

Contract Payments 378-6594

FILE: CON 5

TO: Robert Gormsen
Manager, Commission Services

DATE: April 16, 1985

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract 9749, On Site Work Substantially Completed November 16, 1984

All Work Completed January 29, 1985

Project Corvallis-Newport Hwy. @ SW 53rd St. (Corvallis)

Highway Corvallis-Newport

County Benton

Type of Work Traffic Signal Installation

Contractor Benton Electric, Inc.

WES:BMW:mk

cc: C. O. Fredrickson
B. M. Walton

CPC/FM2

April 26, 1985 - Letter written to surety.

Noted
RGormsen

RECEIVED
APR 18 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

81-125-1367

Contains Recycled Materials

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Corvallis - Newport Highway @ 53rd St.

WEEK ENDING: February 2, 1985

SECTION PREFIX: 102-8240

HIGHWAY: Corvallis - Newport

COUNTY: Benton

NAME OF JOB: Corvalli-Newport Hwy @ 53rd St.

KIND OF WORK: Traffic Signal Installation

CONTRACTOR: Benton Electric, Inc.

CONTRACT NUMBER: 9749

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: February 22, 1984

DATE WORK STARTED: July 13, 1984

ESTIMATED COMPLETION DATE: November 16, 1984

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION 0

SPECIFIED WORK DAYS

WORK DAYS USED

SPECIFIED CALENDAR DAYS 200

CALENDAR DAYS USED 200

SPECIFIED COMPLETION DATE

PERCENT OF TIME ELAPSED 100

PROJECT AUTHORIZATION: $ 75,525.35

EXCLUSIVE OF ENGINEERING: $ 70,448.90

ENGINEERING AUTHORIZATION $ 5,076.45

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING $ 73,131.00

ENGINEERING COST TO DATE $ 8,097.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION 107

ESTIMATED PERCENT: OVERRUN UNDERRUN 0 %

PERCENT OF AUTHORIZATION 160 %

DATE PROJECT WAS COMPLETED: November 16, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L PROD	Signals	
						100	

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

******

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

CE F CAE .... RECEIVED LS...... TC......
COE . OM.... SA...... CC......
OE .... FEB 05 1985 FE ..... CP .....
CA............ PQC............
CAM .... CONSTRUCTION QCS............
EEO .... SECTION FILE............

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

27 SUNDAY	No activity.
28 MONDAY	No activity.
TUESDAY 29	No activity.
30 WEDNESDAY	No activity.
31 THURSDAY	No activity.
01 FRIDAY	No activity.
02 SATURDAY	No activity.

REMARKS

STATUS: No activity this week.

Third Notification was issued January 29, 1985.

Project is completed.

*** FINAL REPORT ***

SIGNED Alva D. Vohland LOCATION Corvallis

Alva D. Vohland, Project Manager 080-16

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

9-19

1

DATE: July 23, 1984

TO: Oregon Transportation Commission

CON

REVISED

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Corvallis - Newport Hwy. @ SW 53rd St. (Corvallis)
Corvallis - Newport Highway, Benton County
Contract No. 9749

This State-funded traffic signal installation project has been completed and it is now apparent that the final cost will exceed the project authorization by $17,400 or 29.9 percent.

When plans were prepared for this contract it was intended that certain conduits and junction boxes were to have been installed by city crews prior to advertisement for bids on the project. This work did not get done ahead of time as planned and it was added to the contract at the request of the City of Corvallis. This work added $11,888 to the cost of the project. This cost is recoverable from the City.

The contract provides that the State furnish the controller, cabinet, software and pole for this project, and funds were provided for this purpose in the project authorization. The cost of these items exceeded the funds provided by $5,505.

There are sufficient funds available in the category of work. No federal participation is involved.

I recommend that the authorization be increased by $17,400 to a new total of $75,525.35. This matter will be on the consent calendar for the July 31 meeting.

HHP:mk sl

bc Fred D. Miller
R. W. Gormsen
C. O. Fredrickson
V. E. Skoog
D. O. Christensen
George Bell

DATE: July 23, 1984

TO: Oregon Transportation Commission

CON

FROM: H. S. Coulter
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Corvallis - Newport Hwy. @ SW 53rd St. (Corvallis)
Corvallis - Newport Highway, Benton County
Contract No. 9749

This federal-aid traffic signal installation project has been completed and it is now apparent that the final cost will exceed the project authorization by $17,400 or 29.9 percent.

When plans were prepared for this contract it was intended that certain conduits and junction boxes were to have been installed by city crews prior to advertisement for bids on the project. This work did not get done ahead of time as planned and it was added to the contract at the request of the City of Corvallis. This work added $11,888 to the cost of the project. This cost is recoverable from the City.

The contract provides that the State furnish the controller, cabinet, software and pole for this project, and funds were provided for this purpose in the project authorization. The cost of these items exceeded the funds provided by $5,505.

There are sufficient funds available in the category of work and all the increase except $11,888 is elegible for federal participation.

I recommend that the authorization be increased by $17,400 to a new total of $75,525.35. This matter will be on the consent calendar for the July 31 meeting.

HHP:mk sl

bc Fred D. Miller
R. W. Gormsen
C. O. Fredrickson
V. E. Skoog
D. O. Christensen
George Bell

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318

FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: July 19, 1984

O. B. Jackmond

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT:
Request for Increase in Project Authorization
Corvallis - Newport Hwy. @ SW 53rd St. (Corvallis)
Corvallis - Newport Highway, Benton County
Contract No. 9749

This federal aid traffic signal installation project has been completed and it is now apparent that the final cost will exceed the project authorization by $17,000.00 or 29.9 percent.

When the plans were prepared for this contract it was intended that certain conduits and junction boxes were to have been installed by city crews prior to advertisement for bids on the project. This work did not get done ahead of time as planned and it was added to the contract at the request of the City of Corvallis. This work added $11,888.00 to the cost of the project. This cost is recoverable from the City.

The contract provides that the State furnish the controller, cabinet, software and pole for this project, and funds were provided for this purpose in the project authorization. The cost of these items exceeded the funds provided by $5,505.00.

There are sufficient funds available in the category of work and all the increase except $11,888.00 is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $17,400.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

Attach.

cc: D. O. Christensen
A. D. Vohland
B. M. Walton
W. F. Cobine

Contains Recycled Materials

9747

F

RAMSAY, STEIN, FEIBLEMAN & MYERS
ATTORNEYS AT LAW
544 FERRY STREET S.E.
SALEM, OREGON 97301

(503) 399-9776

GILBERT B. FEIBLEMAN
RICHARD C. STEIN
RAYMOND M. RAMSAY
A. CARL MYERS

RECEIVED
STATE HWY ENGR
APR 6 '84
REFER TO
FOR
Info Inves R/D D/R Sign Act File

April 5, 1984

9744

State of Oregon
Highway Department
State Highway Building
Salem, Oregon 97310

Re: Project - Corvallis/Newport Signals
Project address - 5462 S.W. Philomath Road,
Corvallis, Benton County, Oregon

Gentlemen:

This office represents Eoff Electric Company, Inc. One of the routine services we perform for our client is to insure that its right to payment is secured when it supplies materials to a job site. We are sure you realize that this letter is not intended to reflect adversely upon any individual or firm connected with this project; but rather that it is simply good business practice to protect our client's rights.

Therefore, please be informed that our client has commenced to deliver electrical materials, supplies, and equipment to the above-referenced project at the request of Benton Electric. In the event our client does not receive full payment for said materials, it shall submit a claim against the contractor's bond, with Benton Electric as principal and Ward Insurance Agency as surety, pursuant to Chapter 279 of the Oregon Revised Statutes or the Miller Act as is appropriate.

If you have any questions regarding this notice, please feel free to contact me at the address given above.

Thank you.

Sincerely,

RAMSAY, STEIN,
FEIBLEMAN & MYERS

Raymond M. Ramsay

RMR:sk

cc: Eoff Electric Company, Inc.
Benton Electric
Ward Insurance Agency
CERTIFIED MAIL NO. P 227248847

RECEIVED
APR 9 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

no resp rec. (Han

9747

February 14, 1984

PRO-ACC

A. Gordon Wyatt
Principle Engineer
City of Corvallis
501 S.W. Madison Avenue
P.O. Box 1083
Corvallis, OR 97339

Dear Mr. Wyatt:

As per our phone conversation on February 14, 1984 this is an amended request for advance deposit.

On January 26, 1984 we received a satisfactory bid from Benton Electric Inc., 34037 Excor Road, Albany, OR 97321 for the Corvallis-Newport Hwy. @ S.W. 53rd St. (Corvallis) Section of the Corvallis-Newport Highway.

As described in our Agreement No. 7984, the City is required to deposit their share of the traffic signal installation as computed below:

Contractor's Bid for Traffic Signal Installation	$39,169.50 ✓
Additional Anticipated Items (Controller, Cabinet, Software and Pole)	11,595.00 ✓
	$50,764.50 ✓
Contingencies (4 1/2%)	2,284.40 ✓
Engineering (10%)	5,076.45 ✓
	$58,125.35
Less State Share	11,595.00
CITY SHARE	$46,530.35
ROUNDED	$47,000.00

Please submit your $47,000 for deposit with the State of Oregon Investment Pool, which is the option you have indicated you want to use, not later than February 17, 1984.

Very truly yours,
ORIGINAL SIGNED BY
GARY A. POTTER

Gary A. Potter, Manager
Program Section

RLD:pf
Attachment
bcc w/AD #84-05: Phil Stearns, Region 2
V. E. Skoog-Please return amended request, Completed AD #84-05 when deposit is received.

Section Corvallis-Newp[illegible] Hwy. at S.W. 53rd St. Prograr[illegible]ing Estimate $

Highway (Corvallis) Corvallis - Newport Project Length N/A

County Benton Completion Time 200 Calendar Days

Kind of Work Traffic Signal Installation Est. Comp. Date 9-10 ~~7-29~~-84

Prefix 102-8233 Letting Date Jan 26 1984 ~~Dec 16, 1983~~ Project No. State

Revised 12-1-83
RECV'D 12/6/83 @ 3:00 PM VLC

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount		$ 52,426 —
Anticipated Additional Items:		
Royalty Payment.		
Permit Fees		
Slide Correction		
Railroad Protective Costs		
Other Railroad Costs		
Permanent Signing		
Permanent Pavement Striping.		
Temporary Pavement Striping.		
Remove Pavement Striping (Exist. & Temp.) . . .		
Temporary Erosion Control		
State Furnished Controller, Cabinet, Software + Pole . . .	11,595	$ 11,595 —
Roadside Seeding & Mulching		
Asphalt Cement Adjustment		
On the Job Trainees ($0.80 x ____ hrs.)		
State Responsibility for Damages		
Signal Controller Testing		
"OPTICOM" Testing		
Bikeway Signs		
Bikeway Striping & Legend		
. . . .		
. . . .		
. . . .		
. . . .		
. . . .		
Adjust Utilities:		
. . . .		
. . . .		
Subtotal		$ 64,021 —
Contingencies (4-1/2%)		2,880 95
Engineering (8, 9, [✓ 10%])		6402 10
Subtotal		$ 73,304 05
Credit for ________		
Estimated Net Authorization, Construction		$ 73,304 05

APPROVED

Road Design Engineer

APPROVED

Final Design Engr.

Rev. 11/81

SUMMARY--BID SCHEDULE--COST ESTIMATE

OREGON STATE

HIGHWAY DIVISION

Section: Corvallis -Newport Hwy. at S.W. 53rd St. (Corvallis) Sec.

County: Benton

Sheet 1 of 1

Kind of Work: Traffic Signal Installation

Length: N/A

Date: 11-2-83

Name: Bergstedt

No.	Item	Code	Unit	Quant.	Unit Cost	Total
	Temporary Protection and Direction of Traffic		All	All	–	900 –
	Temporary Signs		Sq. Ft	153	6 –	918 00
	Temporary Barricades		Each	4	80 –	320 00
	Flagmen		Hour	40	15 00	600 00
1-6-83	~~Sidewalk Ramps~~		~~Each~~	~~4~~	~~250 00~~	~~1000 00~~
	Traffic Signal Installation, Complete		All	All	–	44,338
	Fire Pre-emption System, Complete		All	All	–	5,350

COST ANALYSIS UNIT. 11-4-83 BW

THIS ENGINEERING ESTIMATE IS PRICED FOR BID LETTING 12-15-83

November 30, 1983

City of Corvallis
City Hall
Corvallis, OR 97330

AGR

Attention: Ed Todd
City Recorder

MISC. CONTRACTS and
AGREEMENTS No.

Gentlemen or Ladies:

Attached for your files is a fully executed copy of an agreement for modification of the existing traffic signals on the Corvallis-Newport Highway at 53rd Avenue in Benton County.

We are retaining a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm

Attachment

bc: Gary Potter (agree. att.)

TO: Oregon Transportation Commission

SUBJECT: Report of Actions Taken Under Delegated Authority

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority, and acting in accordance therewith for the Commission, I approve all actions listed below and report this action for your official records:

1) Agreement with City of Bend for the installation of traffic signals on the Century Drive Highway (Division Street) at the Diamond International Truck Exit, Deschutes County. The State will design and install signal equipment with State forces, and perform all maintenance upon completion. The project will be financed 33 1/3 by the State and 66 2/3 by the City with State Funds not to exceed $5,000. The City will pay all costs of electrical energy consumed.

✓ 2) Agreement with City of Corvallis for modification of the existing traffic signals on the Corvallis-Newport Highway at 53rd Avenue in Benton County. The State will design, install and maintain the signals and the City will pay all costs of electrical energy. The project will be funded on the basis of 50 percent State and 50 percent City with the State share not to exceed $12,500.

Dated this 22 day of November, 1983

Anthony Yturri

Anthony Yturri, Chairman
Oregon Transportation Commission

APPROVED

for STATE HIGHWAY ENGINEER

Date 11-17-83

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

REFERRED TO
Watson Mann
Cole Stoudenmeyer
Eriksen King
Beard Bedford Leu
Return Discuss Do File Due
By FINAL DESIGN ENGINEER

September 2, 1983

Re: Research and Technology Park Plans
Corvallis-Newport Highway

1 [illegible] ✓
Anderson
3 Adams
Macnab
2 Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
SEP 06 1983
ROAD DESIGN
SECTION

Do Not File
Return To
Bring Up / /
Action

A. Gordon Wyatt
Principal Engineer
City of Corvallis
501 SW Madison
Corvallis, OR 97333

Dear Mr. Wyatt:

Enclosed are plan sheets 12 thru 17 and 20 showing revised lane lines (striping plan) in red. The lines shown comply with standard traffic tapers of 45:1 for a 45 MPH speed zone.

As indicated in my letter of August 3, 1983, (para 2) the plans and typical sections are to indicate lane widths so a striping layout is necessary to complete the plans. A reduced scale drawing such as 1"-50' on a single sheet would suffice.

We have agreed with the storm sewer design you have shown. Although the design is not our standard closed system, we believe this installation will give us an opportunity to evaluate its effectiveness for the site conditions.

You said the system is oversized which will reduce its operation under head. Any future storm system along the north side of the highway will have to be separated so that we do not increase the flow in the system you propose.

We understand that the curb returns and sidewalks on the radiuses on the north side of the 53rd Street intersection will be constructed as a part of the current project. These radiuses are adequate as shown on the plan sheet.

The radius at the southwest quadrant of the intersection is not adequate for truck turning movements. The radius should be increased. Please contact us when the new radius is determined.

Very Truly Yours,

C.O. Fredrickson, P.E.
Region 2 Engineer

DT/mk
encs.
cc: J.H. Versteeg
L.E. George
J.L. Gunter

IRREVOCABLE
LIMITED POWER OF ATTORNEY
LOCAL GOVERNMENT INVESTMENT POOL

The City of Corvallis
Local Government Unit
hereby appoints the Investment Manager of the Oregon State Excess Fund, as attorney in fact for it and said officer shall have the power of attorney to negotiate warrants made payable to the Oregon State Department of Transportation, Highway Division, and delivered to said officer by either H. S. Coulter, State Highway Engineer; Vernon E. Skoog, Highway Division Controller; Frank R. Griffin, Highway Division Assistant Controller; or Richard Hacek, Highway Division Assistant Controller; for the State of Oregon, for the purpose of depositing the proceeds of such warrants to the account of the Oregon State Department of Transportation, Highway Division, with the State Treasurer.

The City of Corvallis
Local Government Unit
has deposited with the State of Oregon Investment Pool the sum of $ 47,000.00 in Account No. 4506. The purpose of this deposit is to create a fund from which to pay its share of the cost of certain improvements to be made in connection with
Project Name
Traffic Signal Installation: Corvallis-Newport Highway at S.W. 53rd Street
(Corvallis) Section of the Corvallis-Newport Highway; (Misc. State Agreement No. 7984)

By this document it authorizes the Highway Division of the State of Oregon, Department of Transportation to draw on the account created by this instrument for the purposes above stated with the State Excess Fund. The authorized signatures of withdrawal will be one of any of the following: H. S. Coulter, Vernon E. Skoog, Frank R. Griffin, or Richard J. Hacek. The signature of either upon a voucher in a form acceptable to the custodians of the State Investment Pool shall constitute proper authority for the withdrawal of money up to the total amount of the deposit identified above.

The authorized signatures of the above individuals shall be furnished by the Highway Division of the Department of Transportation to the State Treasury Department.

This power of attorney was authorized by City of Corvallis
Local Government Unit
this 15th day of August, 1983 by a vote of the majority of a quorum of its governing body. (see attached)

Gary E Pokorny
GARY POKORNY, CITY MANAGER

cc: John L. Gunter

Form No. 734-1812 (REV 10-83)

VII. COMMITTEE, BOARD, AND COMMISSION REPORTS: (Continued)

A. PUBLIC WORKS COMMITTEE - August 9, 1983

Item 1, Request from Corvallis Downtown Association. It was moved, seconded, and unanimously carried to designate the Corvallis Downtown Association as the agency responsible for the Main Street Program.

It was moved, seconded, and unanimously carried to make a $10,000 no-interest loan to the Corvallis Downtown Association for initiation of the Main Street Program. This will be accomplished by the adoption of a resolution transferring money from General Fund Contingencies to the Community Development Program.

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY
CITY RECORDER
CITY OF CORVALLIS, OR
DATE 2/9/84

It was moved, seconded, and unanimously carried that staff prepare and present legislation and other appropriate information necessary for the initiation of a downtown taxing district.

It was moved, seconded, and unanimously carried that staff negotiate an operating agreement with the Downtown Corvallis Association for the implementation of the Main Street Program.

It was noted that the Downtown Corvallis Association requested appointment of a Councilor to the Downtown Corvallis Association.

Item 6, City-State Agreements - Sunset Research Park Addition. It was moved, seconded, and unanimously carried to authorize the City Manager to execute an agreement for traffic signals at 53rd Street and Highway 20/OREGON 34 and Technology Loop and Highway 20/OREGON 34.

It was moved, seconded, and unanimously carried to authorize the City Manager and to file the minutes.

VI. PUBLIC HEARINGS - 8:00 P.M.

MAYOR BERG OPENED THE PUBLIC HEARING on the proposed formation of an improvement district, Paving District 783 - S.W. "C" Avenue between 10th Street and 11th Street. No written material was received.

Mark Day, 1895 S.W. Whiteside Drive, owner of property at 904 S.W. 10th Street, spoke in opposition to the improvement because of the expense, the resulting increased traffic, and because streets on both sides (Western Boulevard and "D" Street) were paved. He told the Council that he and his neighbors had

53rd St. – [illegible]
[illegible] Newport Hwy.
Benton County

33

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
Region 2
2960 E. STATE STREET, SALEM, OREGON 97310 PHONE 378-2626

REFERRED TO
1 Watson W Mann
Cole Stoudenmeyer
✓ Eriksen King
Beard Bedford Leu
Return Discuss Do File Due
By FINAL DESIGN ENGINEER

1 Versteeg ✓
Anderson
✓ Adams
3 Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
AUG 04 1983
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring Up / /
Action

August 3, 1983

A. Gordon Wyatt
Principal Engineer
Corvallis City Hall
Corvallis, OR 97339

Subject: Research and Technology Park Plans

Dear Mr. Wyatt,

We have reviewed the subject plans received on July 8, 1983. The following are general and specific comments.

General

The plans and typical sections do not show the lane widths on Highway 34. The widths used on this work should agree with the final width when the North side is widened.

The mailbox relocations need to comply with our Standard Drawing No. 2136. Refer to sheet 13, note 13; sheet 14, note 8; sheet 15, note 5 and sheet 16, note 15.

We have experienced problems when overbuilding existing ditches. The problems are differential settlement and ground water. We request that drain pipe (metal) be installed in the existing ditches as shown on the plan sheets and typical sections.

Specific Details

Sheet 12: Note 2, OSHD Standard feathering detail is 1" to 50' (see note revision).

Driveway details $\frac{1}{12}$ and $\frac{2}{12}$ eliminate the lip to conform to Standard Drawing No. 2077B (see revised detail).

Detail $\frac{3}{12}$ is not acceptable, see insert A of Standard Drawing No. 2077B.

Detail $\frac{4}{12}$, curb returns are not acceptable on any driveway.

Add 8" Metal Drain Pipe to typical section and Plan Sheets 13 - 17.

Sheet 13: Note the changes in storm drain design (see plan revisions).

Highway Division Policy is:

a) To use three inlets in sag verticals.

b) Use curb inlets only where adequate cover is not available for CG-2 inlets (see Standard Drawing No. 2105).

c) To use a minimum velocity, flowing full on all pipes of 3 feet per second.

We need some provision for future drainage connection at Sta 456+00 Rt on Hwy 34. Future widening with curbs will require a storm sewer installation and outfall to 53rd Street.

Note 37 is not explained.

Vertical curves are required for all grade breaks in excess of 0.5% (see plan revisions).

Sheet 14: Note drainage revisions (see plans).

Highway Division Policy does not permit a blind connection to any pipe smaller than 18 inches. This requires the addition of a manhole at Sta 460+45.

Construction Note 7 - no sign is shown on the plans.

Note 15 - driveway detail $\frac{3}{12}$ is not acceptable (see Sheet 12 comments).

Sheet 15: Flowline of inlet was lowered to provide a minimum 0.5 foot clearance from top of pipe to subgrade to use CG-2 inlet.

Note 15 - driveway detail $\frac{3}{12}$ is not acceptable.

Note 21 - driveway detail $\frac{4}{12}$ is not acceptable. The mimimum width for a commercial driveway is 30 feet; for private driveway minimum is 16 feet.

Sheet 16: Note 17 is not shown on plan.

Notes 19 and 22 - driveway detail $\frac{4}{12}$ is not acceptable.

Note 23 - the transition taper is a function of the highway speed, ie: 25 mph = 25:1, 35 mph = 35:1, etc.

Sheet 17: See drainage revisions per comments on Sheets 13 and 14 (see plans).

Note 5 - see comments on Sheet 16, note 23.

Note 7 - standard feathering length is 1" in 50'.

Note 10 - inlet needs to be equal to a G-1 for a small area with no debris or a G-2 if debris is anticipated. Refer to Standard Drawing No. 2105.

Sincerely,

ORIGINAL SIGNED BY
C. O. FREDRICKSON

C. O. Fredrickson, P.E.
Region 2 Engineer

DT:sr

cc: J. H. Versteeg
L. E. George

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.
ENV 3

July 26, 1983

Dale E. Wilken
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street, N.E.
Salem, OR 97301

RE: Project Classification
Corvallis - Newport Hwy. @ 53rd
Corvallis - Newport Highway
Benton County
F-21-1(-)

Dear Mr. Wilken:

Attached is a project environmental classification for the subject project. It is our opinion that the project is appropriately classified as Class II, Categorical Exclusion, according to the 1978 Council on Environmental Quality guidelines. Your concurrence is requested.

Very truly yours,

Campbell M. Gilmour

Campbell M. Gilmour, Manager
Environmental Section

CMG:lb

Attachments (4)

for ____ 8/12/83
Division Administrator Date

ENVIRONMENTAL SECTION
August 15, 1983

cc: J. B. Boyd (3)
J. H. Versteeg (4)
L. E. George (2)
G. A. Potter
Keats Oliver
W. J. Hart
C. T. Keasey
F. E. Terpin
Local Programs Uni
Cost & Records Spe
Surfacing Design
General Files
C. O. Fredrickson
Mike Shultz
John Gunter
William Fretwell

Form 734-3122

OREGON DEPARTMENT OF TRANSPORTATION

PROJECT PROSPECTUS
PART 3 — PROJECT ENVIRONMENTAL CLASSIFICATION

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION
Corvallis/Newport Hwy. @ 53rd (Corvallis)

REGION
2

ESTIMATED RIGHT-OF-WAY IMPACTS

Right-of-way impacts are minor (0.02 acre required).

ESTIMATED IMPACT ON LAND USE, INCLUDING CONSISTENCY WITH COMPREHENSIVE PLAN

The land to be used for right-of-way is in a commercial zone. This project is consistent in the comprehensive plan.

ESTIMATED IMPACT ON TRAFFIC VOLUMES, FLOW PATTERNS AND SAFETY

The project will increase the capacity and safety of the highway by adding a left-turn lane to Highways 20 and 34.

ESTIMATED IMPACT ON RIVERS, STREAMS, WETLANDS, THREATENED OR ENDANGERED SPECIES OR OTHER NATURAL ECOLOGICAL RESOURCES

None.

ESTIMATED IMPACT ON PARKS, HISTORIC PROPERTIES OR OTHER CULTURAL OR SCENIC RESOURCES

None.

PRELIMINARY IDENTIFICATION OF AREAS OF CRITICAL CONCERN AND CONTROVERSIAL ISSUES

None.

RECOMMENDED PROJECT CLASSIFICATION

☐ CLASS 1 (DRAFT & FINAL ENVIRONMENTAL IMPACT STATEMENT)

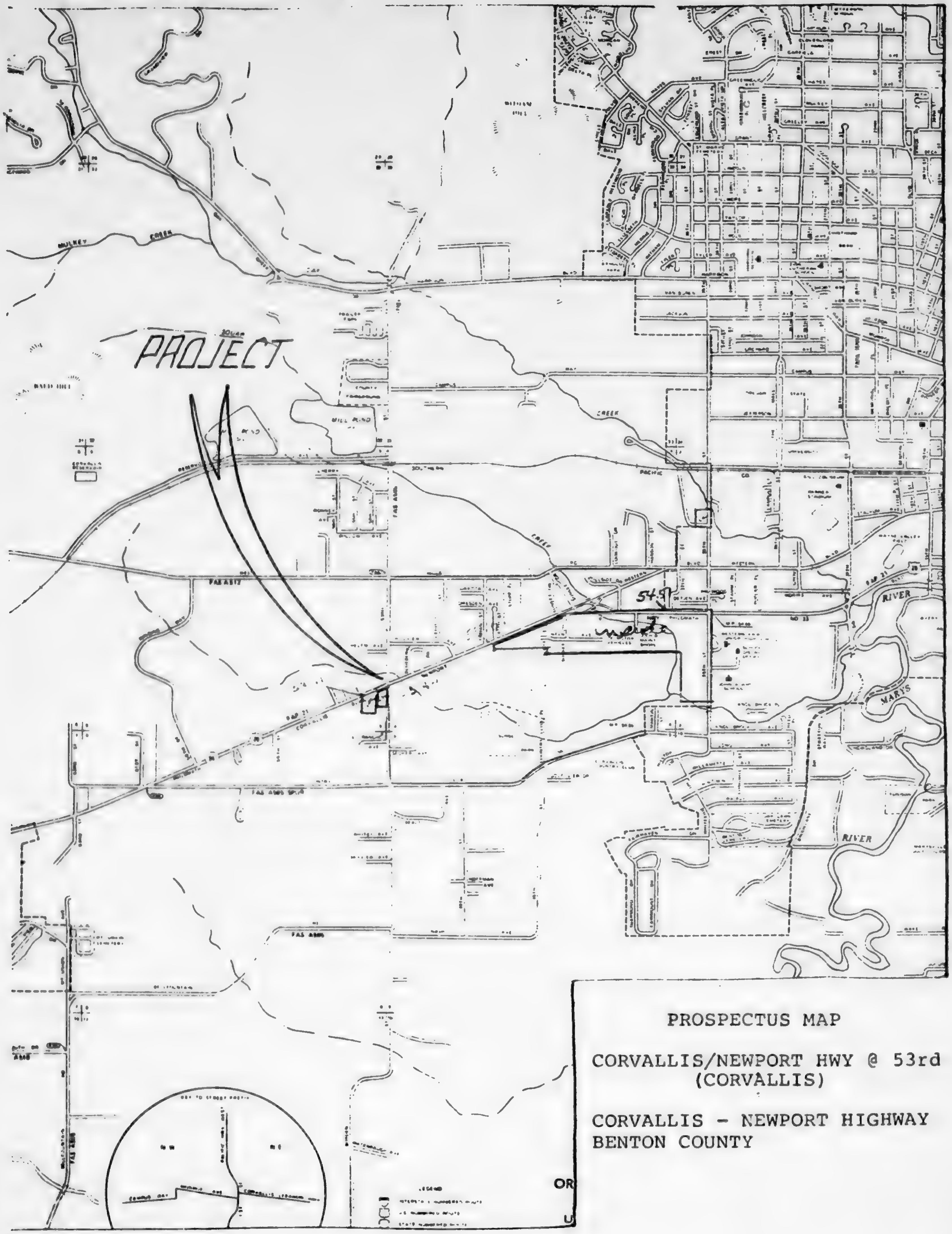
☒ CLASS 2 (CATEGORICAL EXCLUSION)

☐ CLASS 3 (ENVIRONMENTAL ASSESSMENT)

OTHER DOCUMENTATION

Cultural resource.

PREPARED BY	TELEPHONE NUMBER	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE
X Michael K. Shultz	378-2626	August 12, 1983


PROJECT
MULKEY CREEK
CREEK
54.9
RIVER
MARYS
RIVER

PROSPECTUS MAP

CORVALLIS/NEWPORT HWY @ 53rd
(CORVALLIS)

CORVALLIS - NEWPORT HIGHWAY
BENTON COUNTY

1749

[illegible]

STATE OF OREGON
Highway Division - Region 2

INTEROFFICE MEMO
378-2626

TO: G. A. Potter, Manager
PROGRAM SECTION

DATE: July 13, 1983

FROM: Phillip O. Stearns
REGION 2 FEDERAL AID SPECIALIST

SUBJECT: Corvallis/Newport Highway at
53rd St. (Corvallis)
Benton County

Attached are the Project Request documents for relocating the existing traffic signal poles and upgrading the equipment at the subject intersection.

The City of Corvallis requested the State to enter into a cooperative project, sharing cost of the reconstruction on a 50/50 basis. ~~The city's letter is attached.~~

One pole was damaged in an accident and would have to be replaced. The controller cannot be modified to include the proper phasing after channelization. Region feels these are the State's responsibility.

This office concurs in a cooperative project; however, we recommend the State's share be the cost of replacing one pole and the signal controller. This is estimated to be $15,000. → Cost determined to be $12,500

Please process the documents through channels for approval.

POS/rgb
attch.

REGION LOCATION SUPERVISOR
RECEIVED
JUL 14 1983
☒ SUPV. ☐ ASS'T ☐ O.M. ☐ CREW

81-125-1307

PROJECT PROSPECTUS
PART 1 PROJECT REQUEST

SEE INSTRUCTIONS ON REVERSE

KEY ID #	
SECTION Corvallis/Newport Hwy @ 53rd (Corvallis)	REGION 2

STATE HIGHWAY # 33	HIGHWAY NAME Corvallis - Newport	MILE POST FROM 53.4 TO 53.6	LENGTH 0.2 mi
☑ URBAN ☐ RURAL	CITY Corvallis	COUNTY Benton	ROAD/STREET NAME
ROUTE # OR 34	FEDERAL AID # 21	APPLICANT (IF OTHER THAN STATE)	

COST ESTIMATES (000's)		
PRELIMINARY ENGINEERING		$ 8.4
RIGHT OF WAY		$
ROADWAY	$	
STRUCTURES	$	
SIGNALS	$ 60.0	
ILLUMINATION	$	
TEMPORARY PROTECTION	$ 5.0	
	$	
40% ENGINEERING & CONTINGENCIES	$ 32.0	
TOTAL CONSTRUCTION		$ 97.0
TOTAL ESTIMATE		$ 105.4

PROJECT DATA		
GRADING	(✓)	✓
PAVING	(✓)	✓
STRUCTURES	(✓)	
SIGNING	(✓)	
SIGNALS	(✓)	✓
ILLUMINATION	(✓)	
ENVIRONMENTAL CLASS	(1,2,3)	2
DESIGN CATEGORY	(1-7)	7
WORK TYPE	(1-12)	9

RIGHT OF WAY		
FILES	(#)	2
ACRES	(#)	0.02
RELOCATIONS	(#)	0
WORK BY STATE/CONSULTANT/APPLICANT		
PRELIMINARY ENGINEERING	(S,C,A)	S
CONSTRUCTION ENGINEERING	(S,C,A)	S
RIGHT OF WAY DESCRIPTIONS	(S,C,A)	A
RIGHT OF WAY ACQUISITIONS	(S,C,A)	A

CONSTRUCTION BY

☑ CONTRACT ☐ OTHER
☐ STATE FORCE
☐ CITY FORCE
☐ COUNTY FORCE

FINANCING/ PROGRAMMING	RECOMMENDED LETTING DATE (QUARTER/YEAR) ASAP	RECOMMENDED FUNDING SOURCE FA	RECOMMENDED PROGRAM YEAR

RECOMMENDED PROGRAM REVISIONS

☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $
☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $

ITEM	EXISTING	PROPOSED
TRAVEL LANES (#)	2	4
STRUCTURES (#)	0	0
SIGNALS (#)	1	1
BIKE PATH (Y/N)	N	2(5'shldr)
AVERAGE DAILY TRAFFIC	10,900	
YEAR OF AVERAGE DAILY TRAFFIC	1981	

DEFINE THE PROBLEM

Proposed improvement of 53rd to accommodate Sunset Research Park will require moving the existing signal installation and upgrading the equipment. The City has prepared the grading and drainage plans for the work. The City of Corvallis will cooperatively fund the signal work.

PROPOSED SOLUTION

Move and/or replace the signal poles and install the necessary equipment to accommodate the widenin of SW 53rd and future widening of Highway 34. The City will purchase the additiona R/W necessary for the work. Grading, paving will be part of other work being done by City.

REQUESTED, REGION ENGINEER X	DATE
APPROVED, ASST. HWY. ENG. FOR OPERATIONS X	DATE
APPROVED, ASST. HWY. ENG. FOR ADMINISTRATION X	DATE

TRANSP. COMM. APPROVAL DATE	PROGRAM YEAR	FUNDING

PROJECT PROSPECTUS

PART 1 — PROJECT REQUEST (Cont.)

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION
Corvallis/Newport Hwy @ 53rd (Corvallis)

REGION
2

PROJECT JUSTIFICATION

The City of Corvallis has a development project which will generate a significant amount of additional traffic. This development "Sunset Research Park", will access the Corvallis-Newport Highway at 53rd Street. The existing signalized intersection will be reconstructed to improve the 53rd Street Connections. The signal will have to be reconstructed to conform to the new 53rd St Connections and provide for widening of the Corvallis-Newport Highway. This project will be for the signal work. The City will cooperatively fund the signal work. The grading, paving, curb, drainage work necessary will be done as part of other work for the development. The City will provide the additional right of way necessary to widen the Corvallis-Newport Highway at the intersection.

ADMINISTRATION RECOMMENDATION

PROJEC ROSPECTUS
PART 2 — PROJECT DETAILS
NOTE: ATTACH DESCRIPTION AND SKETCH MAP

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION: Corvallis/Newport Hwy @ 53rd (Corvallis)

REGION: 2

ENTER: S—STATE C—CONSULTANT A—APPLICANT
E—EXISTING N—NO

						PERMITS AND DOCUMENTS			
A—95	A	SIGNS (PERMANENT)	S	STORM SEWER	A	AIRPORT CLEARANCE	N	WETLANDS	N
CITIZEN'S ADVISORY COMM.	N	STRIPING (PERMANENT)	S	LANDSCAPING	N	CONDITIONAL USE	A	SENSITIVE LAND	N
PHOTOGRAMMETRY	N	PROJECT SIGNING	A	IRRIGATION	N	FLOOD PLAIN	N	CULTURAL RESOURCE	A
RECONNAISSANCE SURVEY	N	DETOUR	N	BORROW SOURCE	A	CORPS OF ENGINEERS	N	DEQ INDIRECT SOURCE	N
PUBLIC HEARING	N	ILLUMINATION	N	MATERIAL SOURCE	A	COAST GUARD	N	DEQ NON-POINT SOURCE WATER	N
FIELD SURVEY	A	RR CROSSING	N	DISPOSAL SITE	A	STATE LANDS	N	SECTION 106	N
VICINITY MAP	A	RR PROTECTION	N	LOCAL AGREEMENT	S	GEOLOGY AND MINERALS	N	NOISE STUDY	A
SOILS INVESTIGATION	A	RR SEPARATION	N	NAVIGABLE STREAM	N	BUILDING	A	SECTION 4(F)	N
HYDRAULIC STUDY	N	RR ENCROACHMENT	N	▨		SIGNALS		OLD (#) 1	NEW (#) 1

RIGHT-OF-WAY			
ACQUISITIONS		RELOCATIONS	
SIMPLE (#)	COMPLEX (#)	BUSINESS (#)	RESIDENTIAL (#)
2			

UTILITIES (LIST BELOW)

COMPANIES
Telephone (buried)
Natural Gas
Power
City Water/Sewer

RIGHT-OF-WAY LIAISON		EASEMENTS (#)		ACCESS CONTROL (Y/N)	

DESIGN SPEED: 45

DESIGN STANDARDS: AASHTO

TYPICAL SECTION

BIKE PATH	SIDE-WALK	CURB TYPE	PARKING	SHOULDER	LANE 3	LANE 2	LANE 1	MEDIAN	LANE 1	LANE 2	LANE 3	SHOULDER	PARKING	CURB TYPE	SIDE-WALK	BIKE PATH
EXISTING *Decel.																
—	—	—	—	4	—	—	12	12	12	12*	—	4	—	—	—	—
5	6	Cty Std	—	—	—	12	12	14	12	12	—	—	—	Cty Std	6	5

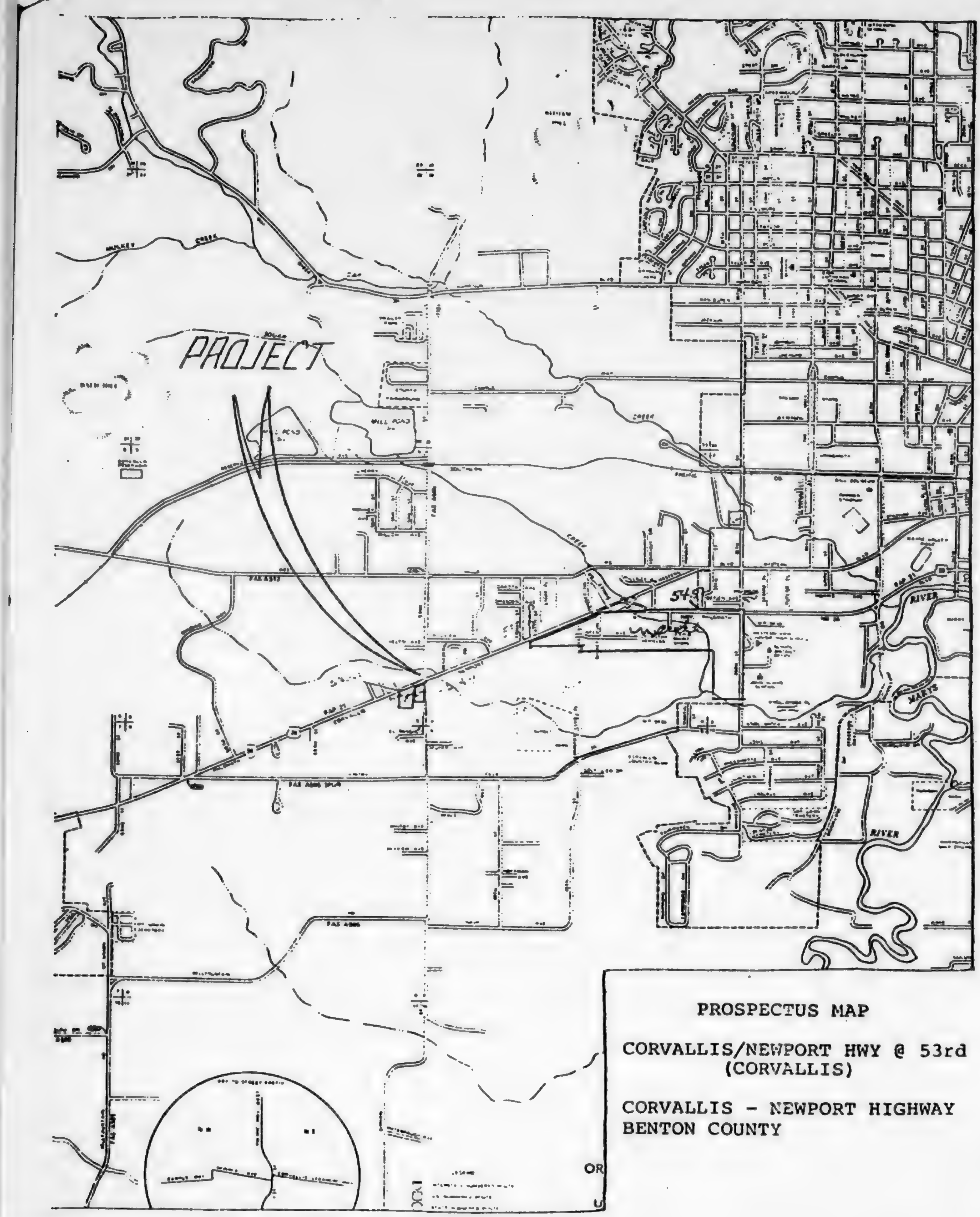
PROPOSED ** **Future width

SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING	ITEM	NEW WORK	OVER EXISTING
Class "B" AC	4"	2"			
Cement Treated Base	12"				

STRUCTURE DATA

STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST	STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST
BRIDGE 1				BRIDGE 5			
BRIDGE 2				BRIDGE 6			
BRIDGE 3				BRIDGE 7			
BRIDGE 4				BRIDGE 8			


PROJECT
RIVER
MARYS
RIVER
OR

PROSPECTUS MAP

CORVALLIS/NEWPORT HWY @ 53rd
(CORVALLIS)

CORVALLIS - NEWPORT HIGHWAY
BENTON COUNTY

PROJE[illegible] PROSPECTUS

PART 3 — PROJE[illegible]NVIRONMENTAL CLASSIFICATION

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION
Corvallis/Newport Hwy. @ 53rd (Corvallis)

REGION
2

ESTIMATED RIGHT-OF-WAY IMPACTS

Right-of-way impacts are minor.

ESTIMATED IMPACT ON LAND USE, INCLUDING CONSISTENCY WITH COMPREHENSIVE PLAN

The land to be used for right-of-way is in a commercial zone. This project is consistent in the comprehensive plan.

ESTIMATED IMPACT ON TRAFFIC VOLUMES, FLOW PATTERNS AND SAFETY

The project will increase the capacity and safety of the highway by adding a left-turn lane to Highways 20 and 34.

ESTIMATED IMPACT ON RIVERS, STREAMS, WETLANDS, THREATENED OR ENDANGERED SPECIES OR OTHER NATURAL ECOLOGICAL RESOURCES

None.

ESTIMATED IMPACT ON PARKS, HISTORIC PROPERTIES OR OTHER CULTURAL OR SCENIC RESOURCES

None.

PRELIMINARY IDENTIFICATION OF AREAS OF CRITICAL CONCERN AND CONTROVERSIAL ISSUES

RECOMMENDED PROJECT CLASSIFICATION

☐ CLASS 1 (DRAFT & FINAL ENVIRONMENTAL IMPACT STATEMENT)

☒ CLASS 2 (CATEGORICAL EXCLUSION)

☐ CLASS 3 (ENVIRONMENTAL ASSESSMENT)

OTHER DOCUMENTATION

Noise investigation.
Cultural resourse.

PREPARED BY	TELEPHONE NUMBER	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE
X Michael K. Shultz	378-2626	

734-1813 (7-82)

PROJECT PROSPECTUS
PART 4 – SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#

REGION 2

SECTION Corvallis/Newport Hwy @ 53rd (Corvallis)

SURVEY AUTHORITY

AUTHORIZATION NO. 1

PREFIX

DATE 7-12-83

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$	$ 2,000	915 AUDITS	$	$	933 SURFACE DESIGN	$	$
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT			918 LOCATION			935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		500
905 FINAL DESIGN			920 PROGRAM MANAGEMENT			937 HYDRAULICS		
906 BRIDGE DESIGN			921 SPECIFICA-TIONS			938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES			949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION			950 TRAINING		
910 REGION GEOLOGIST		200	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION			925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON		200	927 FREE BRIDGE DESIGN					
914 REGION UTIL-ITY LIAISON		500	932 RAILROAD & UTILITIES					

TOTALS	$	$
PREVIOUS AUTHORIZATION		$
ADD. AUTH. REQUIRED		$

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER

LOCATION ENGINEER'S REMARKS

Prepare plans, specifications and cost estimate for signal revision.

PREPARED BY Don Thurston	DATE 7-13-83	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE	

33

Salem, Oregon
December 12, 1977

ORIGINAL SIGNED
DUANE O. CHRISTENSEN

Duane O. Christensen
Final Design Engineer

E. S. Hunter
Technical Services Engineer

Corvallis/Newport Highway
at 53rd Street Section
Corvallis/Newport Highway
Benton County

The purpose of the project is to install a traffic signal and construct a channelization (approximately 1,200 feet long) on the highway.

Our cost estimate for the project is approximately $130,000. This is $30,000 over the cost figure on the contract letting schedule.

The channelization typical section is a 14 foot median with 12 foot left turn refuges, two 12 foot travel lanes and 4 foot shoulders. Deceleration lanes will be provided for right turn movements from the highway.

The base design is a Future 2 inch A.C. overlay, 4 inch A.C. overlay on the existing pavement with a 1 inch allowance for leveling. Pavement widening will be constructed with 10 inches of cement treated base under the aforementioned A.C.

Approval for the increased expenditure of funds for the project is recommended.

FE:ab
cc: John Sheldrake
Gerald Wimer
L. E. George
F. Eriksen

33

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Salem, Oregon

November 25, 1977

FILE:

Fred Eriksen

FROM: Fred Eriksen
Design Engineer Supervisor

TO: MEMO TO THE FILES

SUBJECT: Corvallis-Newport Highway
at 53rd Street (Corvallis)
Corvallis-Newport Highway
Benton County

This channelization and traffic signal project has a bottleneck condition at the multiple culvert installation approximately 260 feet east of the 53rd Street intersection.

The existing right of way and short culvert length limited the shoulder width at that point to 2 feet with steep embankment slopes. The field had proposed a cement sack revetment to retain and protect the slope.

We felt it extremely desirable to provide 4 foot shoulders through the section and this could readily be accomplished except for the culvert area. Culvert extensions appeared to require easements or additional right of way to reshape the inlet and outlet waterways. The alternative was to use short headwalls to get the roadbed width without having to alter the inlet and outlet channels.

The Region indicated a preference for culvert extensions and suggested work on the channels could be done by Maintenance prior to the contract.

Richard Nelson, Howard Johnson, Ted Blachly and I reviewed the culvert installation on the project site and determined that extensions were practicable if the channel work could be done by Maintenance Forces.

Mr. Johnson will arrange for the channel work to be completed prior to the contract.

The plans will show the three 36 inch culverts and the 72" x 44" arch pipe being extended and short lengths of guardrail on each side of the roadway. The typical roadway section will have 4 foot shoulders.

I discussed the need for riprap protection at the culverts with Mr. Johnson. He said since the installation of the arch pipe, the culverts handled the flow, velocities were low and riprap protection was not necessary.

FE:ab
cc: Robert Royer
L. L. Wallace
Richard Nelson
Howard Johnson
Ted Blachly

___ Versteeg ___
1 Christensen ___
___ George ___
___ Olson ___
___ Terpin ___
___ Sullivan ___
___ Scott ___
___ Savage ___

RECEIVED
NOV 25 1977
ENGINEERING SECTION

2 Trout ___
Do Not File ☐
Return To ___
Bring Up ___/___/___
Action ___

9747 33

Salem, Oregon
October 14, 1977

Fred Eriksen
Fred Eriksen
Design Engineer Supervisor

L. L. Wallace
Bridge Design Engineer

Corvallis-Newport Highway
@ S.W. 53rd Street (Corvallis)
Corvallis-Newport Highway
Benton County
Prefix No. 2-1447

Please furnish us with design data for a reinforced concrete retaining wall to be included in contract plans for the project. The project is scheduled for the February 23, 1978, contract letting.

Attached is a plan, typical section and end views of the roadway and multiple culvert installation at Sta. 459+50+. The roadway is to be widened in this area for a left turn channelized intersection, with traffic signal at 53rd Street.

The retaining wall location we have shown fits the ends of the large arch pipe and will provide a minimum 4-foot shoulder width. Metal Guard Rail should be provided at this location.

FE:az
Attachments
cc: F. Eriksen

___ Versteeg ✓
2 Christensen
___ George
___ Olson a
___ Terpin
___ Sullivan
___ Scott
___ Savage

RECEIVED
OCT 14 1977
ENGINEERING SECTION

___ Trout
Do Not File ☐
Return To ___
Bring Up ___/___/___
Action ___

1984 M.P. 7.00 W.B. Sec., Umpqua 9750
Hwy 5 1/2 miles E of Reedsport.
(grading and paving)

9750

Form Approved: OMB No. 2125-0529
Exp. Date 8/31/85

TO BE COMPLETED BY FHWA	US Department of Transportation **Federal Highway Administration**	State Oregon
MONTHLY TRANSACTION NUMBER 9-192	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Douglas
PROJECT REPORT NUMBER		
MODIFICATION NUMBER 3	9-22-86	Project Number F-20(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties

and executed by the Division Administrator on February 16, 1984

is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 275,841.00	$ 213,640.00
Federal funds	$ 243,153.00	$ 188,323.00
Other revisions		

This modification is made for the following reasons:

To release federal funds for use on other projects.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the ____ day of ____, 19__.

OREGON STATE HIGHWAY DIVISION *(Official name of Highway Agency)*	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION
By ____	By ____ *(Division Administrator)*
Manager, Program Section *(Title)*	For: Dale E. Wilken
~~By~~For: Larry Rulien	
State Highway Engineer *(Title)*	
By ____	
____ *(Title)*	

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen File

Oregon State Highway Division
Salem, Oregon September 19, 1986

Federal-Aid Project No. F-20(9)

M.P. 7.00 Westbound Section
Umpqua Highway
Douglas County

REVISED PROJECT AGREEMENT ESTIMATE

Type Code Y008
Channelization (Sta. 367+00 to 390+00)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Temporary Barricades	$ 40.00	2	$ 80.00	1	$ 40.00
Flagmen	16.00	400	6,400.00	323	5,168.00
General Excavation	3.15	3,960	12,474.00	1,921.27	6,052.00
Watering	12.50	35	437.00	0	0.00
Aggregate Shoulders	11.50	1,250	14,375.00	735.48	8,458.00
Treated Base	26.50	1,700	45,050.00	140.27	3,717.00
Type 1 Fence	2.60	580	1,508.00	532.31	1,384.00
Roadside Seeding and Mulching	2,250.00	1	2,250.00	0.80	1,800.00
Furnishing and Planting Willow Cutting	2.95	700	2,065.00	664.07	1,959.00
			$84,639.00		$28,578.00

Decrease	$ 56,061.00
Subtotal from previous Estimate of October 1, 1984	$243,833.20
Subtotal	$187,772.20
Engineering	25,867.80
Total	$213,640.00

SUMMARY OF FUNDS

Description	Appn Code	Pro-Rata	Total Cost	Federal Funds	State Funds
Channelization	010	88.15%	$213,640.00	$188,323.00	$25,317.00

Sub-Job 010 = 0%; Sub-Job 011 = 100%
Contract No. C09750
Prefix: C010-1998
C010-1027

DDB:me

9750

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 10-250	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Douglas
MODIFICATION NUMBER 2	10-1-84	Project Number F-20(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties

and executed by the Division Administrator on February 16, 1984,

is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 275,841	$ 275,841
Federal funds	$ 275,841	$ 243,153 Appn. Code 010

Other revisions

(Note: Additional Federal Funds collected - $23,268.71)

This modification is made for the following reasons:

"The project agreement executed 2-16-84, and modified on 8-3-84 is modified to decrease Federal-aid participation to 88.15 percent in accordance with P.L. 97-424, Section 145."

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

MP 7.00 WESTBOUND
DOUGLAS CO.
10-1027

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

97-

STATE COPY

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 8-42	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Douglas
MODIFICATION NUMBER 1		Project Number F-20(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on February 16, 1984, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 220,833.00	$ 275,841.00
Federal funds	$ 194,660.00	$ 243,153.00*
Other revisions	*See reverse side for Additional Provisions	

This modification is made for the following reasons:

To include increase construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 3rd day of August, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Henry A. Potter

Manager, Program Section
(Title)

~~By~~ XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By ____________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ____________________
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON   JULY 31, 1984

FEDERAL AID PROJECT NO. F-20(9)

M.P. 7.00 Westbound Section
Umpqua Highway
Douglas County

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE Y008
Channelization (Sta. 367+00 to Sta. 390+00)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Cement Treated Base (P.A. #1C)	$ 20.34	---	---	1,600	$32,544.00
Construct Embankment in Place	10.76	---	---	1,740	18,722.40
				Subtotal	$51,266.40

Increase	$ 51,226.40
Sub-total from Project Agreement Estimate of February 3, 1984	192,566.80
Subtotal	$243,833.20
Engineering	32,007.80
Total	$275,841.00

Federal Funds (88.15%)	$243,153.00
State Funds	32,688.00
Total	$275,841

Reimbursement 100% $275,841.00   Public Law 97-424, S145

Group 1: 100%
Contract No. 9750
Prefix: 10-1998
Prefix: 10-1027

WH:me

OMI
Oregon Micro-Imaging, Inc.
1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

RETAKE

COPY

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 8-42		State Oregon
PROJECT REPORT NUMBER		County Douglas
MODIFICATION NUMBER 1		Project Number F-20(9)

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on February 16, 1984, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 220,833.00	$ 275,841.00
Federal funds	$ 194,660.00	$ 243,153.00*
Other revisions	*See reverse side for Additional Provisions	

This modification is made for the following reasons:

To include increase construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 3rd day of August, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~By~~ For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

ADDITIONAL PROVISIONS

"The Federal-aid participation is increased to 100.0 percent for reimbursement claims paid on or before September 30, 1984, in accordance with Pub. L. 97-424, section 145. The additional Federal funds requested total $32,688.00. Claims paid after September 30, 1984, shall be at the regular Federal pro rata share of 88.15 percent."

OMI

Oregon Micro-Imaging, Inc.

1790 West 11th Avenue
Eugene, Oregon 97402
☎ (503) 687-9585
FAX (503) 687-0304

END

OF

RETAKE

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JULY 31, 1984

FEDERAL AID PROJECT NO. F-20(9)

M.P. 7.00 Westbound Section
Umpqua Highway
Douglas County

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE Y008
Channelization (Sta. 367+00 to Sta. 390+00)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Cement Treated Base (P.A. #1C)	$ 20.34	---	---	1,600	$32,544.00
Construct Embankment in Place	10.76	---	---	1,740	18,722.40
				Subtotal	$51,266.40

Increase	$ 51,226.40
Sub-total from Project Agreement Estimate of February 3, 1984	192,566.80
Subtotal	$243,833.20
Engineering	32,007.80
Total	$275,841.00

Federal Funds (88.15%)	$243,153.00
State Funds	32,688.00
Total	$275,841

Reimbursement 100% $275,841.00 Public Law 97-424, S145

Group 1: 100%
Contract No. 9750
Prefix: 10-1998
Prefix: 10-1027

WH:me

STATE COPY

OMB No. 04-R2089

TO BE COMPLETED BY FHWA

MONTHLY TRANSACTION NO.

2-152 + 153

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID PROJECT AGREEMENT

State: Oregon

County: Douglas

Project No.: F-20(9)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

M.P. 7.00 Westbound

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-5-84	0.00
OTHER *(Specify)*		

FUNDS PRO RATA 88.15%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 220,833.00	$ 194,660.00*

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

*See Additional Provisions on back.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Harry G. Potter

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By ____________________

____
(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ____________________
(Division Administrator)

For: H.S. Coulter, P.E.

Date executed by Division Administrator ____________________

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen. File

Oregon State Highway Division
Salem, Oregon February 3, 1984

Federal-Aid Project No. F-20(9)

M.P. 7.00 Westbound Section
Umpqua Highway
Douglas County

PROJECT AGREEMENT ESTIMATE

Type Code Y008
Channelization (Sta. 367+00 to Sta. 390+00)

Mobilization		All Required		$ 9,000.00
Temporary Protection and Direction of Traffic		All Required		1,370.00
Temporary Signs	255	Sq. Ft.	9.40	2,397.00
Temporary Barricades	2	Only	40.00	80.00
Flagmen	400	Hour	16.00	6,400.00
Clearing and Grubbing		All Required		4,500.00
General Excavation	3,960	Cu. Yd.	3.15	12,474.00
Embankment in Place	1,065	Cu. Yd.	8.50	9,052.50
Rock Embankment	1,150	Cu. Yd.	9.40	10,810.00
Rock Slope Protection	570	Cu. Yd.	9.90	5,643.00
Finishing Roadbed and Slopes		All Required		1,000.00
Watering	35	M-Gal.	12.50	437.50
Aggregate Shoulders	1,250	Ton	11.50	14,375.00
Treated Base	1,700	Ton	26.50	45,050.00
Class "B" and Class "C" Asphalt Concrete	1,240	Ton	35.22	43,672.80
18-inch Culvert Pipe	30	Lin. Ft.	17.00	510.00
Guard Rail, Type 2A	1,075	Lin. Ft.	11.20	510.00
Guardrail Anchors, Type 1	6	Only	335.00	2,010.00
Rail End Pieces, Type C	6	Only	85.00	510.00
Type 1 Fence	580	Lin. Ft.	2.60	1,508.00
Delineators, Type 2	12	Only	26.00	312.00
Roadside Seeding and Mulching	1	Acre	2,250.00	2,250.00
Furnishing and Planting Willow Cuttings	700	Each	2.95	2,065.00
				$ 187,466.80

Anticipated Items

Permanent Pavement Striping	All Required		$ 1,800.00
Temporary Pavement Striping	All Required		800.00
Temporary Erosion Control	All Required		2,500.00
			$ 5,100.00
		Subtotal	$ 192,566.80
		Engineering	25,996.20
		Total	$ 218,563.00

Length of Project 0.0 mile

Work Retained in Program

Permanent Signing	All Required		$ 2,000.00
		Subtotal	$ 2,000.00
		Engineering	270.00
		Total	$ 2,270.00

SUMMARY OF FUNDS (88.15%)

Description	Total Cost	Federal Funds	State Funds
Channelization	$ 218,563.00	$ 192,660.00	$ 25,903.00
Reserve	2,270.00	2,000.00	270.00
Total	$ 220,833.00	$ 194,660.00	$ 26,173.00

Reimbursement 100% $220,833.00 Public Law 97-424, S145

Group 1 100%
Contract No. 9750
Prefix: 10-1998
Prefix: 10-1027

jc

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-20(8)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Douglas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10079

6. TO
Mr. L. W. Rulien
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

RECEIVED
STATE HWY ENGR
MAR 21 '86
REFER TO Potter
FOR
Info R/O File

7. DATE AUTHORIZATION EFFECTIVE March 17, 1986

8. FEDERAL ROUTE NUMBER Primary 20

9. STATE ROUTE NUMBER Primary 45

10. GENERAL LOCATION:
M. P. 7.0 Eastbound Passing Bay (Umpqua Hwy)

11. GENERAL DESCRIPTION OF WORK
Project withdrawal

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* See Below

13. REMARKS

As requested by Mr. Potter's 3/7/86 letter we approve the withdrawal of the subject project from the Federal-aid program.

14. DATE 3/20/86

15. SIGNATURE OF APPROVING OFFICIAL Christianson

16. TITLE For Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

9130 -

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: March 7, 1986

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
GARY A. POTTER

From: Gary A. Potter, Manager
Program Section

Subject: Project Withdrawal
Item No. 10079
Project No. F-20(8)
M.P. 7.0 Eastbound Passing Bay
Umpqua Highway
Douglas County

I request your approval to withdraw the subject project from the federal aid program. The reason for the withdrawal is that the proposed permanent easement was not required, therefore, file 53030 was cancelled.

Attached is a modified agreement releasing these funds from the federal aid program in the amount of $1,763.00 in federal funds (Appn Code 010).

RDF:bkb
Attachment
cc: J.J. Gix, Reg. 3
Jan Peterson
General Files ✓

Form 734-2122

cc: L. W. Rulien

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT STATE COPY

REGION NO. 10	REPORT NO. 2	COUNTY DOUGLAS	DIVISION OREGON
DATE OF REPORT 2-4-86	REPORT MADE BY W. N. Bryant, Area Engineer, FHWA		PROJECT NO. F-20(7)
COMPLETION DATE (Actual) 8-8-84	ACCEPTANCE DATE BY CONRTACT AGENCY 6-28-85	TIME ELAPSED 103 %	CONTRACT TIME 90 CWD

LOCATION

SR 38, 514 miles East of Reedsport, East 0.43 miles

~~The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds has been submitted~~
(Projects over $500,000)
A copy of the State's materials certificate is attached to the Division office copy of this report.
There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

MILEPOINT 7.00 WESTBOUND
UMPQUA HIGHWAY
Grading and Paving

This project provided for the construction of a westbound passing lane. Work completed consisted of the construction of a wetland replacement area, roadbed grading, rock embankment, slope protection treated base, asphalt concrete pavement and the installation of guardrail, fence, and delineators.

A contract in the amount of $187,466.80 was awarded Johnson Rock Products, Inc., North Bend, Oregon 2-3-84. Work began on 4-2-84 and was completed in reasonably close conformance with the approved plans and specifications, including approved changes, at a final cost of $225,466.61 which includes $129,188.01 for original bid-item work, $49,113.17 for work completed under approved price agreements, $450.00 credit for liquidated damages, $765.62 for State Force work and $46,849.81 for construction engineering.

A total of 93 calendar workdays were used in completing the work as compared to the 90 calendar workdays allowed under the contract. Liquidated damages in the amount of $450 were assessed accordingly.

All overruns and underruns have been explained by the State. A copy of explanations is attached to the Division Office copy of this report.

##########

NOTED
W. E. SCHWARTZ
Cy 2/10

RECEIVED
STATE HWY ENGR
FEB 7 '8
REFER TO Fredrickson
FOR
Info | Inves | R/D | D/R | Sign | | File

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE W. N. Bryant		SIGNATURE	
TITLE Area Engineer	DATE FEB - 6 1986	TITLE Field Operations Engineer	DATE FEB - 6 1986

FORM FHWA 1446B
(Rev. 2-84)

PREVIOUS EDITIONS MAY BE USED.

N

Safeco Insurance Company
4101 S.W. Kruse Way
Lake Oswego, OR 97034

CON 5
#9750

On July 5, 1985, we wrote to you concerning release of final payment on Contract No. 9750 awarded to Johnson Rock Products, Inc. for work on M.P. 7.00 W.B. Section of the Umpqua Highway in Douglas County.

Final payment on this contract is $10,456.99 and the total contract amount is $188,317.17. No work was performed under force account.

Robert W. Gormsen
COMMISSION SERVICES

zs

cc: Johnson Rock Products, Inc.
P.O. Box 548
North Bend, OR 97459

bc: C. O. Fredrickson
Walt Hart
James J. Gix

STATE OF OREGON

Contract Payments 378-6594

INTEROFFICE MEMO

FILE: CON 5

TO: Robert Gormsen
Manager, Commission Services

DATE: June 28, 1985

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract 9750, On Site Work Substantially Completed August 8, 1984
All Work Completed October 9, 1984
Project M.P. 7.00 W.B.
Highway Umpqua
County Douglas
Type of Work Grading & Paving
Contractor Johnson Rock Products, Inc.

WES:BMW:mk

cc: C. O. Fredrickson
B. M. Walton

CPC/FM2

July 5, 1985 - Surety letter written.

RECEIVED
JUN 28 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

81-125-1307

9750

FORM 734-3001

OREGON STATE HIGHWAY DIVISION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: MILEPOINT 7.00 -WESTBOUND

WEEK ENDING: 10/13/84

SECTION PREFIX: 10-1027

HIGHWAY: UMPQUA

COUNTY: DOUGLAS

NAME OF JOB: MILEPOINT 7.00 WESTBOUND

KIND OF WORK: GRADING AND PAVING

CONTRACTOR: JOHNSON ROCK PRODUCTS

CONTRACT NUMBER: 9750

FEDERAL AID PROJECT NUMBER: F-20(9)

DATE OF CONTRACT: FEBRUARY 3, 1984

DATE WORK STARTED: APRIL 2, 1984

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS:

WORK DAYS USED:

SPECIFIED CALENDAR DAYS: 90

CALENDAR DAYS USED: 93

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 103

PROJECT AUTHORIZATION: $ 220.833.32

EXCLUSIVE OF ENGINEERING: $ 203.322.31

ENGINEERING AUTHORIZATION: $ 17.511.01

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 203,322.31

ENGINEERING COST TO DATE: $ 28,450.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED PERCENT: OVERRUN / UNDERRUN 0 %

PERCENT OF AUTHORIZATION: 162 %

DATE PROJECT WAS COMPLETED: AUGUST 8,1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		
100	100	100	100	100	100		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	0.48	0.48			0.48
MILES PARTIALLY COMPLETED	0.48	0			0
MILES COMPLETED	0.48	0.48			0
TOTAL ESTIMATED QUANTITIES (CONTRACT)	6745	2950			1240
TOTAL QUANTITIES CORRECTED TO DATE	7213	2400			1360
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	7213	2400			1360
AVERAGE DAILY QUANTITIES	0	0			0
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	0	0			0
NUMBER OF SHIFTS PER DAY	0	0			0
HOURS PER SHIFT	0	0			0

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY 07		0		
MONDAY 08		0		
TUESDAY 09		0		
WEDNESDAY 10		0		
THURSDAY 11		0		
FRIDAY 12		0		
SATURDAY 13		0		

CE ..... CAE ..... RECEIVED LS ..... TC .....
COE ..... CM ..... SA ..... CC .....
GA ..... OCT 17 1984 FE .....
CPI ..... MA .....
CP ..... CONSTRUCTION OCS ..... ✓
EEO ..... SECTION FILE .....

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

07 SUNDAY	No Activity
08 MONDAY	No work - project complete.
09 TUESDAY	
10 WEDNESDAY	
11 THURSDAY	
12 FRIDAY	
13 SATURDAY	

REMARKS

Semi final and 3rd notification was submitted this week.
___L_A_S_T___R_E_P_O_R_T_!

SIGNED M. S. Hanig LOCATION Roseburg
Roseburg

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

STATE COPY

sc

OSHD (Coulter)

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION ☐ INTERMEDIATE INSPECTION ☑ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

REGION NO 10	REPORT NO. 1	COUNTY Douglas	DIVISION Oregon

IN COMPANY WITH: Bill Quinn, Marty Havig and Ken Fordice; OSHD

DATE OF INSPECTION 9-11-84	INSPECTION MADE BY W. N. Braynt, Area Engineer W. N. Bryant Area Engineer	PROJECT NO. F-20(9)

QUALITY OF WORK Satisfactory	PROGRESS OF WORK Satisfactory	TIME ELAPSED 103 %	WORK COMPLETED 100 %

RECEIVED
STATE HWY ENGR
OCT 10'84
REFER TO
Fredrickson
FOR
Info Inter R/D D/R Sign Act File

NOTED
W. E. SCHWARTZ

cy

10/11

MILEPOINT 7.00 WESTBOUND
UMPQUA HIGHWAY
Grading & Paving

This project provided for the construction of a westbound passing lane. Work completed consisted of the construction of a wetland replacement area, roadbed grading, rock embankment, slope protection treated base, asphalt concrete pavement and the installation of guardrail, fence, and delineaters.

A contract in the amount of $187,466.80 was awarded Johnson Rock Products, Inc., North Bend, OR 2-3-84. Work began on 4-2-84 and was completed in reasonably close conformance with the approved plans and specifications, including approved changes, at a final cost of $216,035.00 which includes $128,815.19 for original bid item work, $56,069.81 for work completed under approved price agreements, $3,800.00 for State force work, $27,800 for construction engineering and a credit of $450.00 for liquidated damages assessed.

A total of 93 calendar days were used in completing the work as compared to the 90 calendar days allowed under the contract. Liquidated damages in the amount of $450.00 were assessed accordingly.

Project records indicate that all materials incorporated into the work were tested or field inspected in accordance with approved procedures and found to be in reasonably close conformance with specification requirements except for the commercial AC mix used. The mix used contained to much aggregate passing the 1/4-inch and #10 sieve. Liquidated damages in the amount of $12,103.46 has been assessed in accordance with established approved procedures.

Based on the results of this inspection as well as field reviews during construction acceptance of the contract work is recommended.

Form FHWA-1446A
(Rev. 2-84)
(Supersedes FHWA-1446 dtd 12-73 & FHWA-1446A dtd 12-73 which are not to be used)

9750

F

February 16, 1984

Johnson Rock Products, Inc.
P. O. Box 548
North Bend, OR 97459

CON 5
#9750

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

Contract No. 9750 for work on the M.P. 7.00 W.B. Section of the Umpqua Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

Encl.

cc: Safeco Insurance Company of America
4101 S.W. Kruse Way
Lake Oswego, OR 97034

bc: C. O. Fredrickson
Robert Church
Walt Hart
Jan Peterson
James Gix
Martin Havig

johnson rock products
P. O. BOX 548, NORTH BEND, OREGON 97459
503 756-5158

January 27, 1984

Mr. Robert Gormsen
Dept. of Transportation
121 Transportation Bldg.
Salem, Oregon 97310

Re: M.P. 7.00 W.B. Sec. Umpqua Highway #9750

Dear Sir:

In accordance with 49CFR 23, we are pleased to subcontract the following bid items:

1. Yurok Contractors, Inc.
   90629 Georgetown Road
   Junction City, Oregon 97448
   Ben Campbell 935-7342

Item No.	Item	Quantity	Bid Unit Price	Total
17	Guard Rail, Type 2A	1075 l.f.	$ 11.20	$12,040.00
18	Guard Rail Anchors, Type 1	6 ea.	335.00	2,010.00
19	Rail End Pieces, Type C	6 ea.	85.00	510.00
	Contract Total			$14,560.00

2. Anderson's Erosion Control, Inc.
   P. O. Box 205
   Junction City, Oreton 97448
   Clara Fay Anderson 998-2062

Item No.	Item	Quantity	Bid Unit Price	Total
22	Roadside Seeding and Mulching	1 acre	$2250.00	$ 2,250.00

3. Pruitt-Fisher
   P. O. Box 621
   Coos Bay, Oregon 9742-
   Jim Pruitt 269-5324

Item No.	Item	Quantity	Bid Unit Price	Total
20	Type 1 Fence	580 l.f.	$2.60	$ 1,508.00

All bid items listed above are complete.

All equipment, labor and materials required will be handled entirely by the aforementioned subcontractors. Yurok Contractors, Inc. and Pruitt-Fisher are certified DBE firms. Anderson's Erosion Control is a certified WBE firm.

Kirk L. Johnson is our EEO officer in charge of administering the intent of 49CFR33.

Respectfully,

LEX M. JOHNSON, SEC.-TREAS.

RECEIVED
JAN 30 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

9750

F

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project F-20(9)
M.P. 7, Umpqua River Highway
Douglas County

Date: January 16, 1984

From: Division Administrator

Reply to Attn of: HPD.1-OR

To: Mr. H. S. Coulter, State Highway Enigneer
tn: Mr. Cambell Gilmour, Manager Environmental Section
Salem, Oregon

The wetlands analysis and mitigation plan for the subject project has been reviewed and is acceptable to this office.

f Robert B Hathaway
Dale E. Wilken

cc:
OSHD (C Gilmour)
OSHD (D Ridings)

RECEIVED
STATE HWY ENGR
JAN 18 '84
REFER TO
FOR
Info | Inves | R/D | D R | Sign | Act | File

9750 rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-20(9)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Douglas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10079

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/5/84

8. FEDERAL ROUTE NUMBER Primary 20

9. STATE ROUTE NUMBER Primary 45

10. GENERAL LOCATION:
M.P. 7.00 - West Bound Section (Umpqua Highway)

11. GENERAL DESCRIPTION OF WORK
Channelization

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* As shown in your "PS&E" Estimate dated 12/9/83.

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate as being cost-effective.

Mr. Potter's 12/28/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $213,686. Regular Federal-aid matching ratio, appropriation code 010 in amount of $188,364 and increased Federal share (P.L. 97-424 Section 145) appropriation code 01L in amount of $25,322.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
JAN 24 '84
REFER TO Potter
FOR
Info | Inves | R/B | D/R | Sign | Act | File

Orig. w/ att. 1/24

14. DATE 1/5/84

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

nig

F

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-20(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Douglas

3. FROM
Dale E. Wilken, Division Administrator
FHWA Oregon Division
Salem, Oregon

11-25-83

4. PROGRAM NO.

5. ITEM NO. 10079

6. TO
Mr. H. S. Coulter, State Highway Engineer
Oregon State Highway Division
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 10-20-83	8. FEDERAL ROUTE NUMBER Primary 20	9. STATE ROUTE NUMBER Primary 45

10. GENERAL LOCATION:
MP 7.0 EASTBOUND (UMPQUA HIGHWAY) SECTION

11. GENERAL DESCRIPTION OF WORK
Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Program change - see below

13. REMARKS

As requested in Mr. Swan's October 17, 1983 letter, I approve the revised Preliminary Engineering costs to a TEC of $36,000; FF $31,734.

(Increase TEC $8,300; FF $6,858)

RECEIVED
STATE HWY ENGR
OCT 25 '83
REFER TO
Potter
FOR

Info	Invest	R/D	D/R	Sign	Act	File

Orig. to
10/25

14. DATE 10-20-83	15. SIGNATURE OF APPROVING OFFICIAL G. K. Hossner	16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) PREVIOUS EDITIONS MAY BE USED

17[illegible] 45 B/U ~~11/28/83~~ 12/5/83

STATE OF OREGON

INTEROFFICE MEMO

TO: Neil Flannagan
Region Right of Way Supervisor

DATE: October 19, 1983

M. S. Havig

FROM Marty Havig
Project Manager

SUBJECT: Access Easement - Ldla Ansama Property
M.P. 7.0 W.B. Project
Umpqua Highway - Douglas County

mG
10/21

Attn: Dennis Matney:

RECEIVED
OCT 21 1983
ROAD DESIGN
SECTION

Versteeg
Anderson
Adams
Cy Macnab
Stoudenmeyer
Turpin
Trout
Cy Wakerlig

Do Not File ☐
Return to
Bring Up ..../..../....
Action

As discussed earlier with you, please proceed to obtain a construction access easement for subject project.

This project calls for wetland mitigation as shown on the attached plan sheet. A field inspection revealed there is no existing access into this state owned parcel and to construct one for the construction of the mitigation area would not only be costly, but quite difficult.

The plan sheet shows an existing access through the Ansama property just west of the state parcel. Since the proposal does not call for the excavated material to be hauled off from the state parcel, the only use of the access by the contractor should be to take equipment in to do the work and then to remove the same. With the exception of a pick-up or sedan once or twice a day, no other equipment should be required to use this access more than the once in and once out.

I would anticipate the contractor moving in the following equipment for this work:

A dragline to do the excavation
A Cat-dozer to shape waste areas
3 to 4 dump trucks

This is only an estimate, but it should be reasonable.

Ken Fordice has talked with Mrs. Asnama and she indicated she would be willing to grant us access through her road for this purpose, but I believe we should have something in writing.

As far as specifying a duration time on the easment, that is kind of hard to determine. It should not take an average contractor over 2 or 3 weeks to finish the work, but it's hard to determine when he would move in. I think I would specify a range from December 1, 1983 to July 1, 1984.

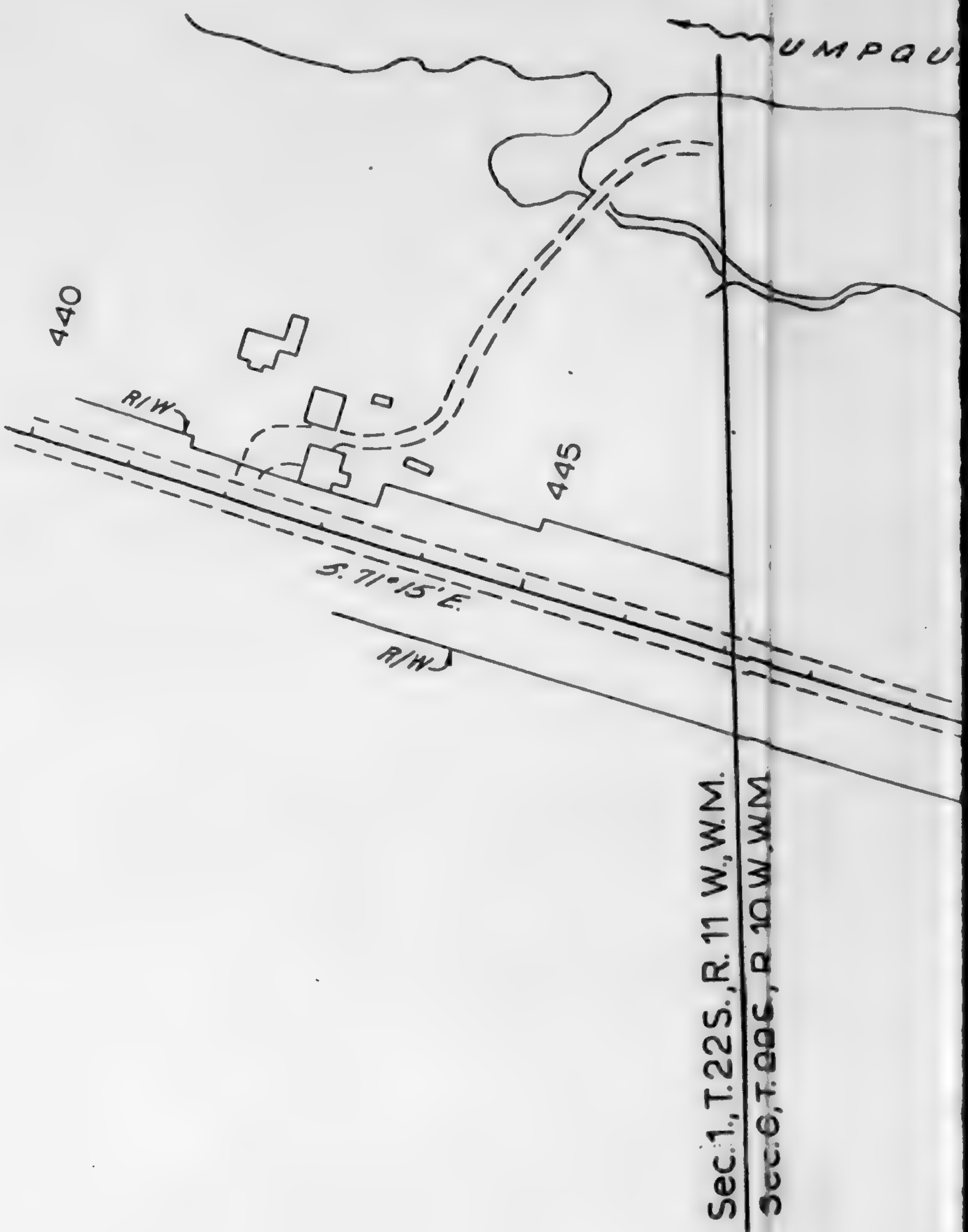
cc: Region
Construction
Road Design
Specifications
H.H. Wakerlig

81-125-1387

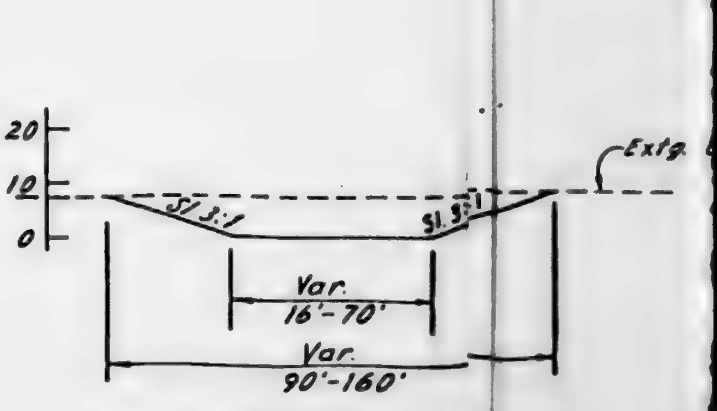
WETLAND MITIGATI

① Const. Wetland Area As Shown
Gen. Exc. - 3960 C.Y.

② Const. Type 1 Fence - 580'
(See Drg. No. 2085)



UMPQU
440
445
R/W
S. 71°15'E.
R/W
Sec.1, T.22S., R.11 W., W.M.
Sec.6, T.22S., R.10 W., W.M.



20
10
0
Sl 3:1
Sl 3:1
Var.
16'-70'
Var.
90'-160'
Extg.

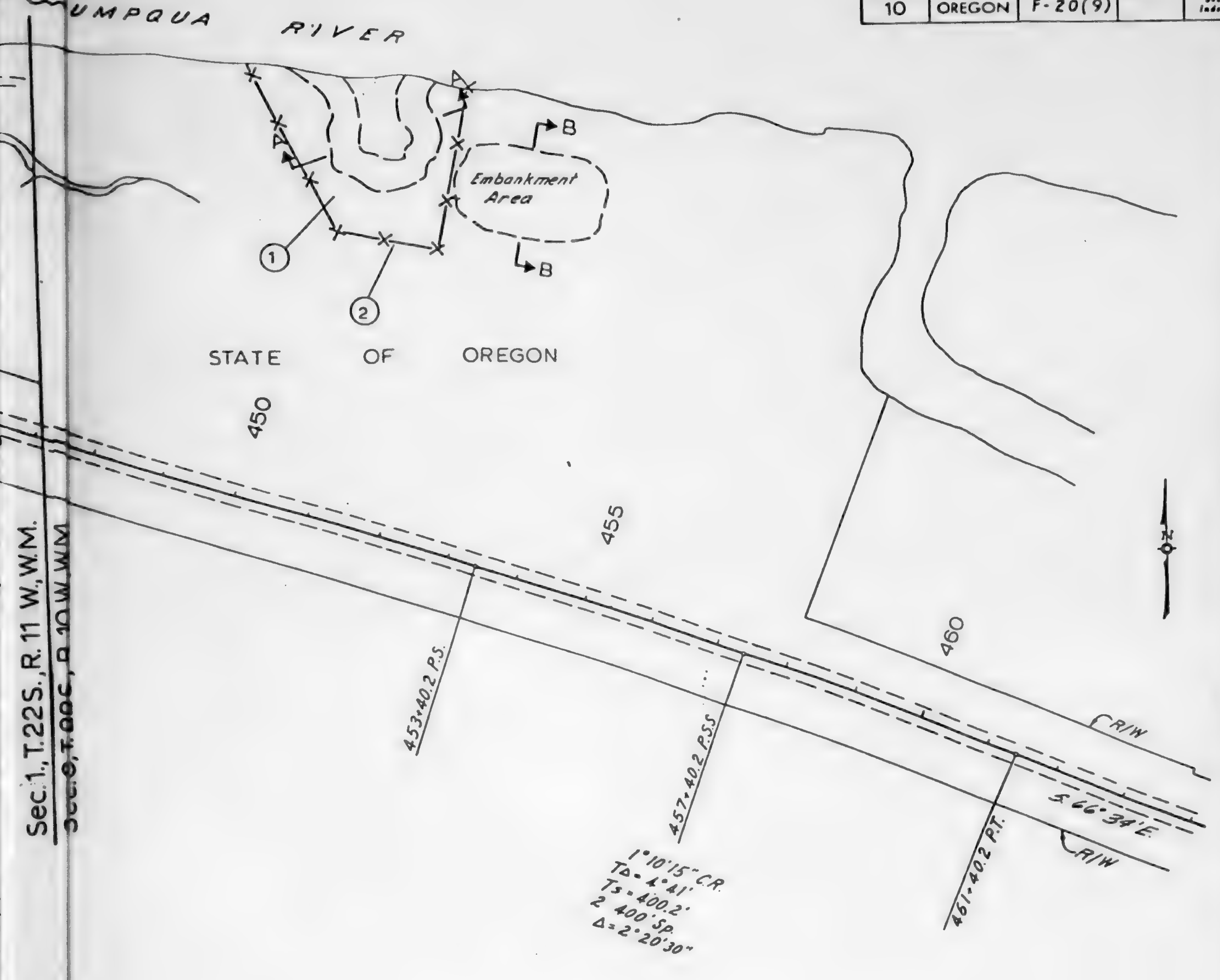
SECTION A-

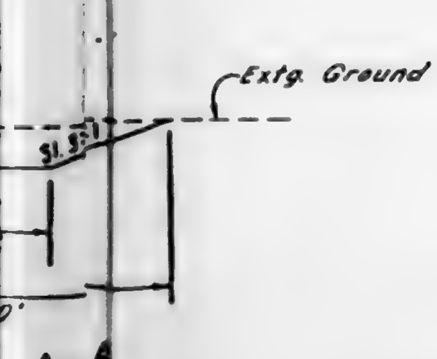
17V-31

MITIGATION AREA

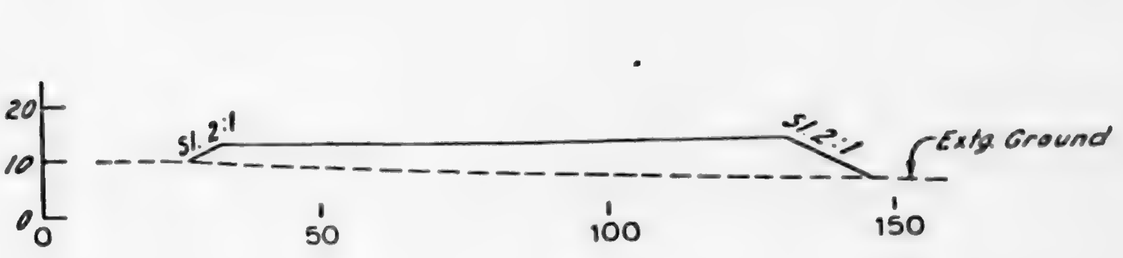
(½ copies)

M.P. 7.00 W.B. SEC. UMPQUA HIGHWAY DOUGLAS COUNTY				SHEET No. 2B
FED ROAD Div No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON	F-20(9)		See Index


UMPQUA RIVER
B
Embankment Area
B
①
②
STATE OF OREGON
450
455
460
Sec. 1., T.22S., R.11 W., W.M.
Sec. 6, T.22S., R.10 W.W.M.
453+40.2 P.S.
457+40.2 P.S.S.
461+40.2 P.T.
1°10'15" C.R.
TΔ = 4°41'
Ts = 400.2'
2 400' Sp.
Δ = 2°20'30"
R/W
S 66°34' E.
R/W
N


Extg. Ground
Sl. 3:1

A-A


20
10
0
0
50
100
150
Sl. 2:1
Sl. 2:1
Extg. Ground

SECTION B-B

9750

PROJECT PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#	
SECTION M. P.. 7.00 Eastbound (Umpqua Hwy)	REGION 3

SURVEY AUTHORITY	AUTHORIZATION NO.	PREFIX	DATE
	2	10-1998	9-21-83

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$	$ 7,700	915 AUDITS	$	$	933 SURFACE DESIGN	$	$ 200
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY		120	934 GEOLOGY		
903 LOCAL GOVERNMENT			918 LOCATION		3,100	935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		
905 FINAL DESIGN		5,800	920 PROGRAM MANAGEMENT		170	937 HYDRAULICS		300
906 BRIDGE DESIGN			921 SPECIFICA-TIONS		1,000	938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES		60	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION		70	923 ENVIRONMENTAL SECTION		4,200	950 TRAINING		
910 REGION GEOLOGIST		4,550	924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION		200	925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON			927 FREE BRIDGE DESIGN					
914 REGION UTIL-ITY LIAISON		200	932 RAILROAD & UTILITIES		30			

TOTALS	$	$ 27,700
PREVIOUS AUTHORIZATION		$ 12,100
ADD. AUTH. REQUIRED		$ 15,600

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER
F-20(6)

LOCATION ENGINEER'S REMARKS

1 Versteeg ✓
Cy Andersen
2 Adams
Cy Macnab
3 Stoudenmeyer
Turpin
4 Trout
Cy Wakerlig
5 Molly

RECEIVED
SEP 30 1983
ROAD DESIGN SECTION

Cy to Lyle
Do Not File ☐
Return to
Bring Up ..../....
Action

[illegible]

PREPARED BY Donald Berg Cost & Records Spec	DATE 9-21-83	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE 12-10-80 5-18-82	

734-1914 (7-82)

[illegible] ~~9/1/83~~
~~8/26/83~~

ROAD DESIGN SECTION

DES 16 ~~9/15/83~~
9/26/83

J. J. Gix
Region 3 Engineer

August ~~12~~ 21, 1983

Donald L. Trout
Final Project Coordinator

M.P. 7.00 E.B. Sec.
Umpqua Highway
Douglas County

Attached is correspondence from the Division of State Lands and Douglas County Planning Department regarding further review and clearance of the mitigation required on the above project.

Please take appropriate action and let this office know when approval is gained.

Please call if you have any questions.

9/[illegible]/83
Keyes to Trout - Corps
not clear yet.
Don T.

DLT:kkr

Attachments

8/17/83 673-1111
Jeff Vanderkley, Douglas Co
Planning Dept, called to
discuss details of our Mitigation
Plan. I explained it to him.
He is to visit the site soon
& let me know if a Douglas Co.
Permit is required.
Don Trout

8/31/83
Jeff Vanderkley called.
No Douglas Co. Permit
Reqd. Slopes should
be 3:1 & do not
plug drainage ditch.
D.L.T.

Bill Parks of DSL
Notified.

VICTOR ATIYEH
GOVERNOR

Division of State Lands

1445 STATE STREET, SALEM, OREGON 97310 PHONE 378-3805

OREGON STATE
LAND BOARD

VICTOR ATIYEH
Governor

NORMA PAULUS
Secretary of State

CLAY MYERS
State Treasurer

MEMORANDUM

MP 7.00 E.B. Sec
Umpqua Highway
Douglas County

DATE: August 9, 1983

TO: Oregon State Hwy. Div.
Attn: Don Trout
State Transporation Bldg.
Salem, OR 97310

FROM: Division of State Lands - Waterway Permit Unit

RE: Permit No. RF 3694 Hwy. #351

We have received the enclosed response from Douglas County Planning Dept. indicating that some action is required on your part in order to comply with that agency's requirements. Please contact that office for further information.

Sincerely,

Ly Hook for

William L. Parks
Staff Biologist

WP:eh

Enclosure

RECEIVED
AUG 10 1983
ROAD DESIGN
SECTION

[illegible]
nderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wekortig

Do Not File
Return To
Bring Up /
Action

1445 State Street
Salem, Oregon 97310
Phone: 378-3059

Date: July 27, 1983

WATERWAY PROJECT
PERMIT REVIEW

Corps Public Notice No. ______________ Div. of State Lands No. RP 3694

Corps Coordinator: ______________ DSL Coordinator: Bill Parks 378-3058

Applicant: *Oregon State Highway Division Hwy. #351

Please return your comments to the Division of State Lands by: August 6, 1983

Application involves: ( ) Coastal Zone ( ) Fill ( ) Riprap ( ) Removal
( ) Structure ( ) Easement ( ) Lease

*Wetlands and Estuarine Analysis - Mitigation

We have reviewed the above Corps Notice/Permit Application and offer the following comments:

- (✓) A Technical Review permit is required by this agency for the mitigation part of this project.
- ( ) We do not believe the project would have an adverse effect.
- ( ) We believe the effects of this project, although measurable, would be acceptable.
- ( ) We believe the project would be acceptable if methods of construction were altered as listed below.
- ( ) We would attend a conference with the applicant to seek project alternatives.
- ( ) The project is unacceptable as proposed (please explain).
- ( ) We have no comment.

Comments:

On April 28, 1983 Douglas County approved a Technical Review Permit allowing the Oregon State Highway Division to place Riprap in the Umpqua River at the proposed project site near Echo Resort. During notification of this project the Division of State Lands (DSL) indicated that mitigation would not be required. Therefore; Douglas County approved the proposed project without addressing mitigation. Now that DSL is requiring mitigation, Douglas County is obligated to implement the mitigation standards and criteria of its Land Use Development Ordinance.

RECEIVE
AUG 8 1983
DIVISION OF STATE LAN

cc: James A. Bilderback
Department of Transportation/
Assistant Regional Geologist

Agency Douglas Local Coord. By Jeff Vander Kley Date 8/5/83

7750

U.S. Department
of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project F-20(6)
MP 7.00 E. B. Section
Umpqua Highway

Date: April 5, 1983

From: Division Administrator

Reply to Attn. of: HFO.3-OR

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

Mr. Adams' March 30 letter requested concurrence in designating a state owned materials source at MP 10.65 as mandatory for the embankment, select rock embankment and rock slope protection required for this project. Considering the small amount of material needed for this project and the relatively poorer quality material available elsewhere in the area this proposal is considered to be in the public interest and is approved.

G. K. Hassner
for Dale E. Wilken

NOTED
H.S. COULTER

cc:
OSHD (D E Swan)
OSHD (D R Adams)

RECEIVED
STATE HWY ENGR
APR 7 '83
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

9730

F

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
DES 16

March 30, 1983

Dale E. Wilken
Division Administrator
Federal Highway Administration
The Equitable Center, Suite 100
530 Center Street NE
Salem OR 97301

NOTED
H.S.COULTER

Attention: Glen K. Hossner

[illegible]

MP 7.00 E.B. Sec.-FA Project F-20(6)
Umpqua Highway
Douglas County

It is proposed to designate the use of the state owned material source at MP 10.65 on the Umpqua Highway as mandatory. This source will provide embankment, selected rock embankment and rock slope protection materials.

The site is approximately 3 miles from the project. It will provide satisfactory materials in the small amounts required for the project at minimal cost. This source has material of known quality in an area of generally poorer quality material.

We believe the best interests of the public will be served in making the use of this source mandatory and solicit your approval.

J.H. Versteeg
Road Design Engineer

By

D R Adams

Donald R. Adams, P.E.
Final Design Engineer

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR

MAR 31 '83

REFER TO
Schwartz
FOR

Info	Inves	R/D	D/R	Sign	Act	File
☒						☒

FE:kg

cc: H.S. Coulter
E.S. Hunter
Gary Potter
F.E. Terpin
S.H. Macnab
J.J. Gix
Fred Eriksen

Form 734-3122

9130

STATE OF OREGON

INTEROFFICE MEMO

TO: Don Trout
Road Design

DATE: March 11, 1983

FROM: Virgil Wilson V.W.
Region II R/W Supervisor

SUBJECT: File 53030-Division of State Lands
M.P. 7 Passing Lane
Umpqua Highway
Douglas County

The Division of State Lands was contacted this date regarding a permanent easement for the rock rip-rapping on the subject project. Boston White of the State Land Board stated that a "Fill Permit" is only needed where an existing road embankment is being reinforced. He stated that the request for Fill Permits usually are requested through your office. If a Fill Permit has not yet been obtained, would you please follow through with the necessary permit request and send us a copy of your letter so that Right of Way can cancel the easement file at that time.

As a point of information, Mr. White stated that the Land Board only controls the land below low water, which would probably not affect most of the land we are asking for an easement to cover.

Thank you for your help.

VW:lj

cc: Rod Henry

Vorsteeg
Andersen
Adams
Macnab
Stoudenmeyer
Turpin
Trout VT
Wakerlig

RECEIVED
MAR 14 1983
ROAD DESIGN SECTION

copy Virgil Wilson
Do Not File ☐
Return To
Bring Up / /
Action

3/14/83

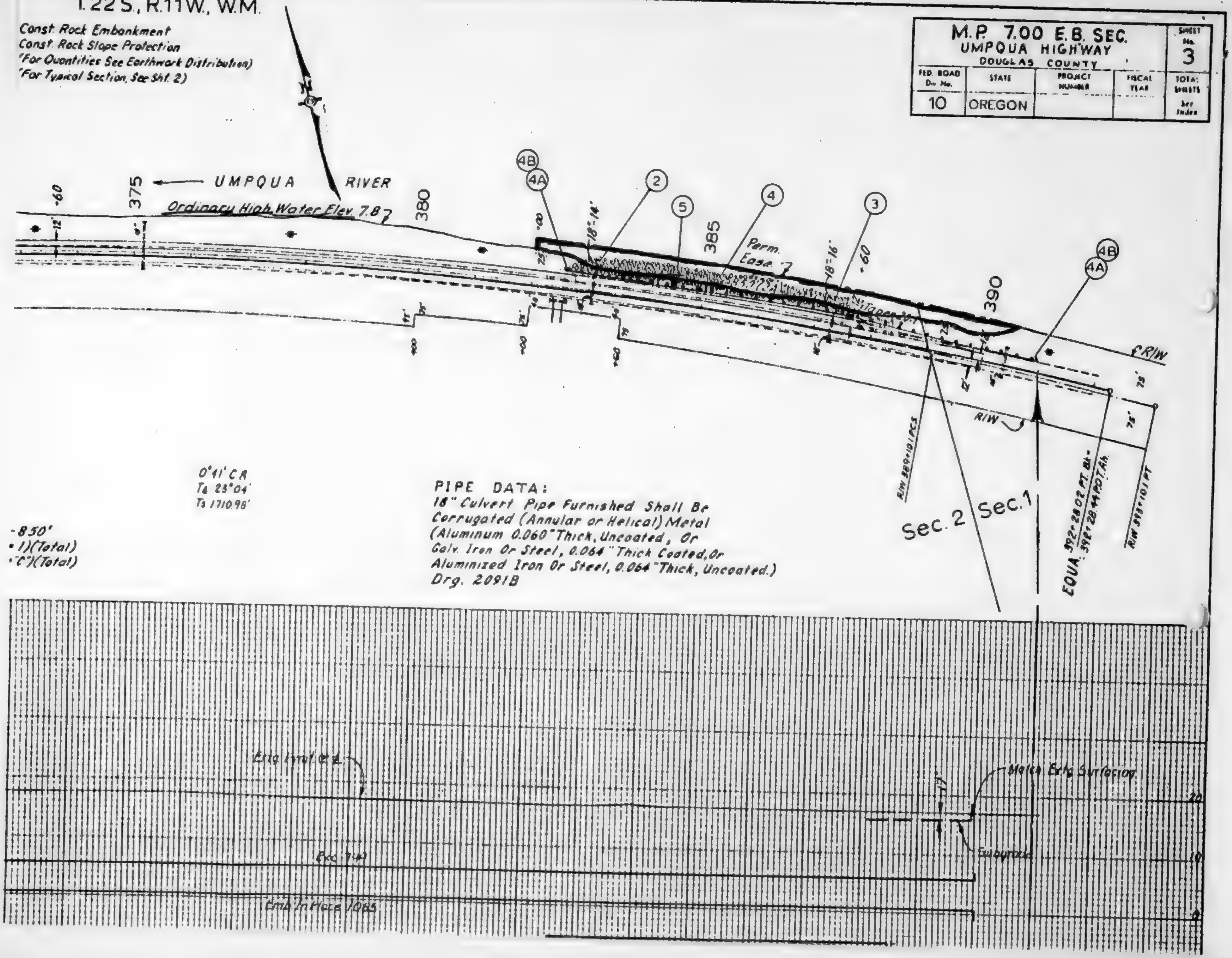
Virgil-
I rec'd the Div State Lands permit about a month ago. Don

81-125-1367

M.P. 7.00 E.B. SEC. UMPQUA HIGHWAY DOUGLAS COUNTY				SHEET No. 3
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
10	OREGON			See Index

T.22 S., R.11 W., W.M.

Const. Rock Embankment
Const. Rock Slope Protection
(For Quantities See Earthwork Distribution)
(For Typical Section, See Sht. 2)


375
UMPQUA RIVER
Ordinary High Water Elev. 7.87
380
385
390
-60
12'
4B
4A
2
5
4
3
18"-14'
18"-16'
Perm. Ease.
Taper
-60
75'
ℂ R/W
R/W
R/W 389+10.1 PCS
Sec. 2
Sec. 1
EQUA. 392+28.02 PT. Bk. = 392+28.44 POT. Ah.
R/W 393+10.1 PT
Match Extg Surfacing
Subgrade
Emb. In Place
20
10
0

0°41' C R
T∆ 23°04'
Ts 1710.98'

-850'
• 1)(Total)
• "C")(Total)

PIPE DATA:
18" Culvert Pipe Furnished Shall Be
Corrugated (Annular or Helical) Metal
(Aluminum 0.060" Thick, Uncoated, Or
Galv. Iron Or Steel, 0.064" Thick Coated, Or
Aluminized Iron Or Steel, 0.064" Thick, Uncoated.)
Drg. 2091B

9750

F

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
PRO 6-2

Date: December 21, 1982

To: Dale E. Wilken
Division Administrator
Federal Highway Administration

From: D.E. Swan, P.E.
Program Control Engineer

Subject: Project Data Submission
Item No. 10079
Project No. F-20(8)
M.P. 7.0 Eastbound Passing Bay
Douglas County

Enclosed is data consisting of PR-1 forms, sketch maps and right-of-way map 4B-21-23 for the subject project.

I request authorization to proceed with the actual acquisition of right-of-way all phases at an estimated total cost of $2,000 with an obligation of $1,763 in Federal funds. The right-of-way to be acquired is as outlined in red on the enclosed right-of-way map and does not involve relocation assistance.

CL:bks
Enc.
cc: J.B. Boyd
F. Lowe
General Files

Form 734-3122

9750 45

STATE OF OREGON
HIGHWAY DIVISION - LOCATION UNIT

INTEROFFICE MEMO

TO: FILE

DATE: July 15, 1982

George C. Wills

FROM: George C. Wills, P.E., P.L.S.
Field Location Engineer

SUBJECT: MP 7 Passing Lane
Umpqua Highway
Douglas County

The present location of subject passing bay proposal has been determined by Region 3 personnel by a process of elimination.

The project was originally proposed to be located near MP 9.05 but several adverse factors were present. There is an existing frontage road on the river side of the highway between MP 9.01 and MP 9.26. It would be costly to move the road or require elimination of it which would involve connection of accesses directly to the reconstructed highway. Frequent access is detrimental to operation of auxiliary lanes. Between MP 9.33 and MP 9.68 is located a wayside area with its frequent traffic access as well as environmental problems.

The region evaluated the areas westerly of MP 9.05 to find a site which would be functionally suitable and would not be complicated with excessive traffic and environmental problems. Their evaluation selected the MP 7 site (MP 6.85 to MP 7.36).

This site exhibited a preponderance of advantages over other locations. Most of the embankment on the shore of the Umpqua River has already been constructed under a construction project in the mid-fifties. That project was ultimately realigned into the bluffs of the southerly canyon wall after an embankment failure. This site, therefore, required fewer of the critical shore lands as they had in large part already been covered several decades ago.

About six stations of embankment construction are required in the river and immediate shore area, Station 382-388. Much of this area is the remains of the old fill subsidence and lies in the intertidal area. Shore vegetation appears to be sparse. Construction of the six-foot wide bench in the fill near the high tide line is proposed to provide a zone to promote vegetive shore growth and provide "weathering width" for the sandstones which are proposed for slope protection.

Site selection for auxiliary lanes between Reedsport and Scottsburg must deal with many controversial issues as well as difficult topographical features.

F.E.

— To Rd. Design File —

The section from Dean Creek (MP 5.76) to Scottsburg (MP 16.88) lies within a canyon setting. Tidal flows extend the full length to Scottsburg. Much of the area adjacent to the roadway is used for recreation and the surrounding area is considered as having significant scenic qualities.

The present highway cuts on the southerly side are set into stee bluffs and the fills on the northerly side toe into the tidal area or on-shore areas which have demonstrated poor structural characteristics for fill foundations. High rainfall rates in this area support lush vegetation which creates frequent opportunities for "debris slides."

The large number of unusual elements to consider in selection of a site for the project has required a large element of opinion in the decision to construct at MP 7. Future project site selections will likely be more difficult.

I believe the region has made a proper selection for construction of the initial auxiliary lane on the section of highway between Dean Creek and Scottsburg. I recommend that the project be advanced at the site recommended by the location data.

1 Versteeg ✓
3 Anderson
Adams
2 Olson a.
Sullivan
Terpin
Trob[illegible]
Wake[illegible]
RECEIVED
JUL 19 1982
ROAD DESIGN SECTION
Do[illegible] file
Return to
[illegible]
Action

GCW:ge

cc J. H. Versteeg
A. Shirley
F. E. Terpin

9750

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

5-18-82

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-20(6)

2. STATE PROJECT NO. See below

2A. COUNTY NAME Douglas

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 10079

6. TO
Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 5/18/82

8. FEDERAL ROUTE NUMBER Primary 20

9. STATE ROUTE NUMBER Primary 45

10. GENERAL LOCATION:
M. P. 7 Eastbound (Umpqua Highway)

11. GENERAL DESCRIPTION OF WORK
Program change

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

- ☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
- ☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
- ☐ ACQUISITION OF RIGHT-OF-WAY
- ☐ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
- ☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
- ☒ OTHER *(Specify)* Program change
See below

13. REMARKS

As requested in Mr. Swan's letter of 5/4/82 I approve the revised Preliminary Engieering Costs to a TEC of $27,700 Federal Funds $24,876.

(Increase TEC $20,700 Federal Funds $18,706)

RECEIVED
STATE HWY ENGR
MAY 21 '82
REFER TO.
Orig to L. Moehring
5-21
FOR
Info | Inves | R/D | D R | Sign | Act | File

14. DATE 5/18/82

15. SIGNATURE OF APPROVING OFFICIAL

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

[illegible]

Hwy. 45 N

STATE OF OREGON
HIGHWAY DIVISION - LOCATION UNIT

INTEROFFICE MEMO

TO: FILE

DATE: January 5, 1982

FROM: George C. Wills
Location Field Engineer

SUBJECT: M.P. 7 Passing Lane
Umpqua Highway
Douglas County

1 Versteeg ✓
Anderson
2 Adams
Olson
Sullivan
Terpin
3 Trout
Wakerlig

RECEIVED
JAN 5
ROAD DESIGN
SECTION

Copy Wills
Do Not File
Return To
Bring
Action

The attached report by F. W. Yarbrough, dated December 24, 1981, indicates satisfactory conditions for filling into the Umpqua River for widening for the subject project.

There is some history of foundation failure in this area; therefore, the fill alternative is recommended since modification may be less costly if unforeseen problems develop with the foundation during construction. This alternative may require excessive time to develop if fills into the river have sensitive environmental concerns; therefore, the environmental aspects should be determined prior to advancing the project.

REFERRED TO
Beard Stoudenmeyer
Cole Mann
Eriksen 1 Watson W
Hager Dorn Leu
Return Discuss Do File Due
BY FINAL DESIGN ENGINEER

GCW:ge
Attachment

cc J. H. Versteeg w/attachment
A. Shirley "
F. E. Terpin "

1/7/82

Geo -

Fish & Wildlife should be contacted regarding possible fill in river.

Don Trout

LOCATION-DESIGN IS PREP. X SECTIONS ETC. — REGION WILL PRESENT TO F&W ALSO COASTAL MANAGEMENT. / Wills

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION
INTER-OFFICE CORRESPONDENCE
Salem, Oregon 97310
December 24, 1981

FILE:

FROM: Fred Yarbrough, P.E.
Soils Engineer

TO: Frank Terpin, P.E.
Location Engineer

SUBJECT: MP 7 Umpqua Highway
Douglas County,
Widening with Gabion Wall
for passing bay.

You asked me to comment on the attached report by Bilderback. Contrary to Bilderback, in my opinion, the drill logs do not show why the pavement is cracked. The penetration tests do show low resistance in one of the holes but the classification of the material as silty sand indicates that settlement on account of it would be rapid and also that it would be strong enough to support the fill.

I inspected the site on Tuesday and found similar cracking at several locations in a ten mile stretch where the road is under the sandstone cliffs between Scottsburg and near Reedsport. There was not similar cracking where the road crosses the wet pasture land just to the west. And there was cracking at some locations where the river bank was many feet beyond the toe off the fill, as for instance a heavily cracked stretch ¼ to ½ mile east of the motel. At none of the locations where the cracking occurs has it been patched and I infer that it is not recent.

A most likely cause is that it is differential settlement between the fill and original ground under the cliffs.

My opinion is that the foundation is strong enough to make the widening by filling with a normal slope to the river or even with the wall if that is desired.

RECEIVED
DEC 24 1981
LOCATION
SECTION

NOTED
F. E. TERPIN

OREGON STATE HIGHWAY DIVISION
INTER-DEPARTMENT CORRESPONDENCE
ROSEBURG, OREGON 97470

MP 7
Umpqua Hwy
Widening
along the rive

DATE OCTOBER 27, 1981

TO JAMES GIX
REGION CONSTRUCTION ENGINEER

FROM ELLIOTT PARKER
REGION GEOLOGIST by JAMES A. BILDERBACK
Assistant Region Geologist

James A. Bilderback

SUBJECT FOUNDATION DRILLING
Possible Gabion Wall (216' long) within the
1200 feet ± proposed passing bay section
Vicinity M.P. 7.00
Umpqua Highway / Douglas County

Two holes were drilled 18.5', 20.5' left of Station 384+40 and 383+40 for holes #1, #2, respectively. Care was taken in keeping the trailer-mounted drill mast at least 10 feet away from even the smaller power wires.

Drilling was conducted to assess foundation conditions for the possible construction of a gabion wall or similar structure adjacent to the Umpqua River. The wall is proposed for a relatively narrow section of highway-Station 382+82 - 384+98.

Drill results show that there are numerous loose zones in the road fill. The low N values (particularly as evidenced in hole #2) show why there is so much longitudinal cracking in the existing pavement - - horizontal separations 3/4" ± and vertical separations of 1" ±.

With the low fill quality, we need to carefully consider our types of construction options, methodology and even if we should build a passing bay in this vicinity.

An example of the low density materials, include: 17'-19' in hole #2 with blow counts of 2/1/2/2 for an N value of 3. Based upon a rough formula of supportable fill height of twice the N value, this zone should only be able to support 6 feet above it without failing - - it has 17 feet - 19 feet above it!

RECEIVED
OCT 29 1981
LOCATION
SECTION

RECOMMENDATION AND DISCUSSION It becomes apparent that it would be necessary to re-compact materials beneath any part of what is proposed for the passing bays. Even then it is anticipated that further longitudinal cracking would occur - - particularly as additional loads pull on the already cracked pavement. While these settlement cracks have not been highly detrimental, they do add to travel dissatisfaction and maintenance costs.

A soil sample has been taken (data sheet #11724) of the base material (fill at road edge) for cement treatment analysis. It would appear that something like the top ten feet would have to be sidecast and re-compacted with the new base (under passing bay) and shoulder being cement treated. Please note from comparing with the enclosed table, that the permissible bearing values for the loose sandy materials encountered is 1,000 pounds and less per square foot.

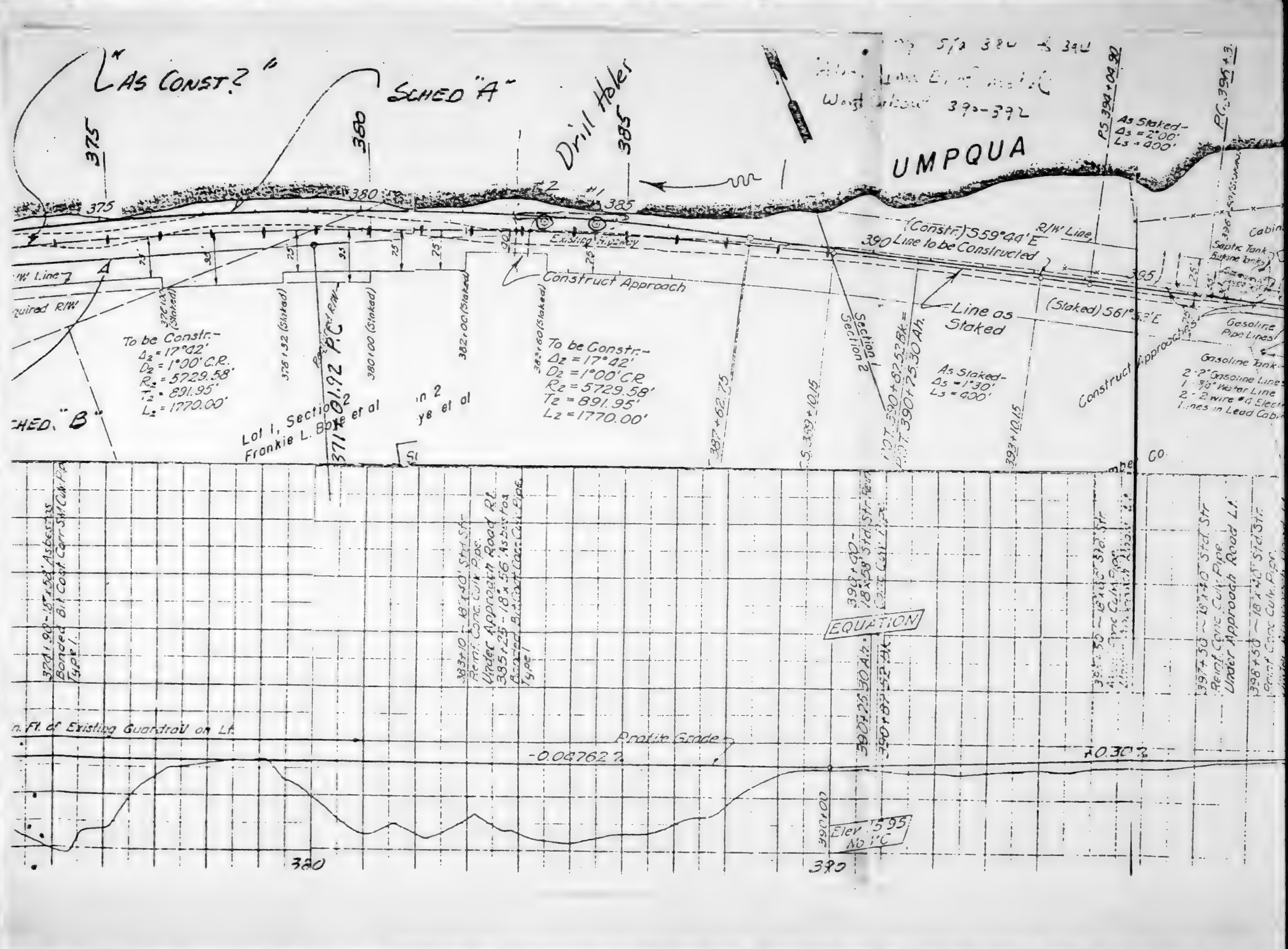
We would have to upgrade the density of the materials to have a good support for even the gabion wall construction.

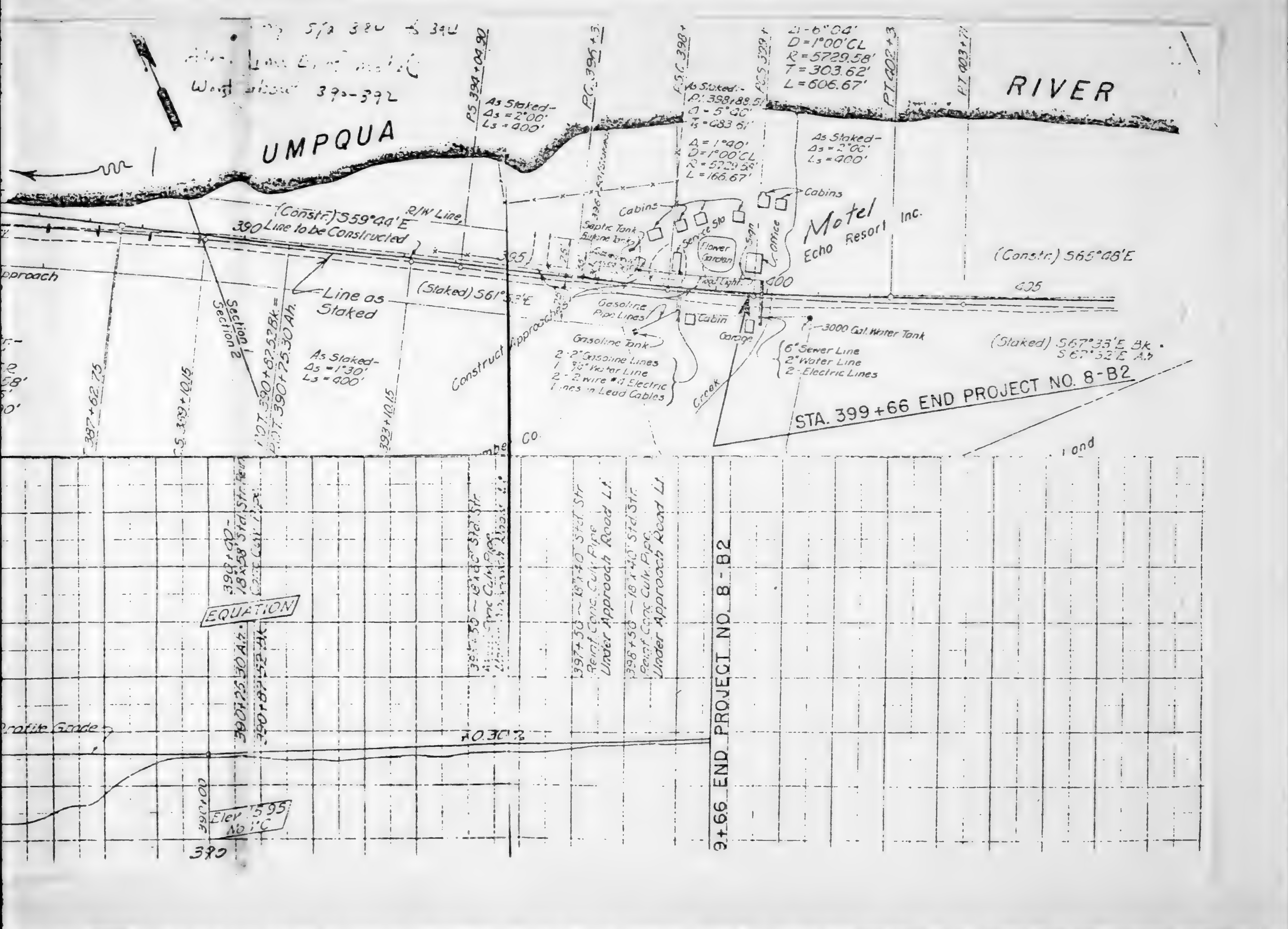
A clean rock fill in the river in lieu of constructing the gabion wall seems more appropriate - -. There is a natural shelf on the river bank so that it would not seem like the rock fill would be highly objectionable environmentally.

ROCK SOURCES Whereas sandstone would not be as durable as a basaltic rock (good source more than 30 miles away), good blocks could be found closeby at Indian Charlie Creek- M.P. 9.5 (source #10-83-3), Charlotte Creek - M.P. 10.7 (source #10-85-3).* Other fills along the river have used sandstone and it seems to have been relatively successful.

c.c. Frank Terpin
Ron Busey
File

* - THESE ARE SOME PAST WORKED SOURCES -- NOT STATE CONTROLLED.


"As Const?"
Sched "A"
Drill Holes
Sched. "B"
375
380
385
5/a 380 & 390
West [illegible] 390-392
UMPQUA
PS 394+04.90
As Staked- Δs = 2°00' Ls = 400'
PC 395+3
R/W Line
(Constr.) S59°44'E
390 Line to be Constructed
Line as Staked
(Staked) S61°53'E
Existing Highway
Construct Approach
Construct Approaches
Section 1 / Section 2
P.O.T. 390+87.52 Bk. = P.O.T. 390+75.30 Ah.
As Staked- Δs = 1°30' Ls = 400'
387+62.75
C.S. 389+10.15
393+10.15
395
396
To be Constr.- Δ2 = 17°42' D2 = 1°00' C.R. R2 = 5729.58' T2 = 891.95' L2 = 1770.00'
To be Constr.- Δ2 = 17°42' D2 = 1°00' C.R. R2 = 5729.58' T2 = 891.95' L2 = 1770.00'
376+00 (Staked)
378+32 (Staked)
380+00 (Staked)
382+00 (Staked)
383+60 (Staked)
371+01.92 P.C.
Lot 1, Section 2
Frankie L. Boye et al
Required R/W
R/W Line
25
30
35
#1
#2
Cabin
Septic Tank
Butane Tank
Gasoline Pipe Lines
Gasoline Tank
2 - 2" Gasoline Lines
1 - 3/4" Water Line
2 - 2 wire #4 Elec. Lines in Lead Cab.
Co.
374+90 - 18" x 58' Asbestos Bonded Bit. Coat Corr. St. Culv. Pipe Type 1
383+10 - 18" x 40' Std. Str. Reinf. Conc. Culv. Pipe. Under Approach Road Rt.
385+25 - 18" x 56' Asbestos Bonded Bit. Coat Corr. Culv. Pipe Type 1
390+00 - 18" x 58' Std. Str. Reinf. Conc. Culv. Pipe
EQUATION
390+75.30 Ah.
390+87.52 Bk.
395+55 - 18" x 40' Std. Str. Reinf. Conc. Culv. Pipe Under Approach Road Lt.
397+50 - 18" x 40' Std. Str. Reinf. Conc. Culv. Pipe. Under Approach Road Lt.
398+50 - 18" x 40' Std. Str. Reinf. Conc. Culv. Pipe.
Fl. of Existing Guardrail on Lt.
Profile Grade
-0.04762%
+0.30%
390+00
Elev. 5.95 No. PC
380
390


Sta 380 to 390
390-392
UMPQUA
RIVER
P.S. 394+04.90
As Staked-
Δs = 2°00'
Ls = 400'
P.C. 396+3
F.S.C. 398+
As Staked-
P.I. 398+88.51
Δ = 5°00'
Ts = 683.61'
Δ = 1°40'
D = 1°00' CL
R = 5729.58'
L = 166.67'
F.C.S. 399+
Δ = 6°04'
D = 1°00' CL
R = 5729.58'
T = 303.62'
L = 606.67'
P.T. 402+3
P.T. 403+71
As Staked-
Δs = 2°00'
Ls = 400'
R/W Line
(Constr.) S59°44'E
390 Line to be Constructed
Line as Staked
(Staked) S61°53'E
395
400
405
Approach
Section 1
Section 2
P.O.T. 390+87.52 Bk.=
P.O.T. 390+75.30 Ah.
As Staked-
Δs = 1°30'
Ls = 400'
387+62.75
C.S. 389+10.15
393+10.15
Construct Approaches
Cabins
Septic Tank
Butane Tank
Service Sta
Flower Garden
Sign
Office
Flood Light
Cabins
Motel
Echo Resort Inc.
Gasoline Pipe Lines
Gasoline Tank
Cabin
Garage
2 - 2" Gasoline Lines
1 - 3/4" Water Line
2 - 2 wire #8 Electric Lines in Lead Cables
Creek
3000 Gal. Water Tank
6" Sewer Line
2" Water Line
2 - Electric Lines
(Constr.) S65°08'E
(Staked) S67°33'E Bk.
S67°32'E Ah.
STA. 399+66 END PROJECT NO. 8-B2
Co.
Land
EQUATION
390+75.30 Ah.
390+87.52 Bk.
390+00-
18x58 Std. Str. Reinf. Conc. Culv. Pipe
395+50 ~ 18x40 Std. Str. Reinf. Conc. Culv. Pipe Under Approach Road Lt.
397+50 ~ 18x40 Std. Str. Reinf. Conc. Culv. Pipe Under Approach Road Lt.
398+50 ~ 18x40 Std. Str. Reinf. Conc. Culv. Pipe Under Approach Road Lt.
9+66 END PROJECT NO. 8-B2
Profile Grade
+0.30%
390+00
Elev. 5.95
No. 1 C
390

9720

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO.: -20(6)

STATE PROJECT NO.: See below

FROM:
G. L. Green, Division Administrator
FHWA - Oregon Division

PROGRAM NO.:

ITEM NO.: 10079

COUNTY NAME: Douglas

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

RECEIVED
STATE HWY ENGR
DEC 15 '80
REFER TO
FOR
Info | Inver | R/D | D/A | S.20 | Act | File

DATE PS&E APPROVED:

DATE AUTHORIZATION EFFECTIVE: 12/10/80

FEDERAL ROUTE NUMBER: Primary 20

STATE ROUTE NUMBER: Primary 45

GENERAL LOCATION:

M. P. 7 Eastbound (Umpqua Highway)

[illegible]

GENERAL DESCRIPTION OF WORK:

Preliminary Engineering

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY
PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☒ PREPARATION including utility preparatory work
TEC $7,000 - F.F. $6,170
☐ OTHER *(Specify)*

☐ ACQUISITION OF RIGHT-OF-WAY
CONSTRUCTION - ADVERTISE FOR RECEIPT
☐ OF BIDS
☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested by Mr. Swan's PEA dated 12/2/80.

DATE: 12/10/80

SIGNATURE OF APPROVING OFFICIAL: G. K. Hassner

TITLE: for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1975-631-855

9750

45

NOTE: SHADED AREAS TO BE COMPLETED IN SALEM OFFICE

LOCATION PROSPECTUS
OREGON DEPARTMENT OF TRANSPORTATION
LOCATION UNIT

DATE: May 7, 1980

PREFIX:

1 - IDENTIFICATION

PROJECT NAME M.P. 7.00 E.B.			
HIGHWAY NAME Umpqua			HIGHWAY NUMBER 45
REGION 3	ADMINISTRATIVE DISTRICT 6	COUNTY Douglas	CITY
LENGTH 0.4	MILEPOST NUMBER 6.9 TO 7.3	☒ RURAL	☐ URBAN

LOCAL GOVERNMENT PROJECT? ☐ YES ☒ NO

IF YES, UNIT OF GOVERNMENT:

TYPE OF FUNDS: ☐ FAI ☐ FAP ☐ FAS ☒ STATE ☐ FAUS ☐ OTHER

METHOD OF CONSTRUCTION: ☒ CONTRACT ☐ STATE FORCE ☐ OTHER

TYPE OF WORK: ☒ GRADING ☒ PAVING ☐ STRUCTURE ☒ SIGN ☐ SIGNAL ☐ ILLUMINATION ☐ ROADSIDE IMPROVEMENT ☐ OTHER

PROJECT DESCRIPTION

To construct a slow moving vehicle turnout lane for eastbound traffic.

Project is substitute for "M.P. 9.05 E.B" which is on 6yr. Highway Improvement Program.

REFERRED TO
Beard
Stoudenmeyer
Cole
Mann
✓ Watson
Eriksen
Leu
Hagar
Dorn
Due
[✓ Return] Discuss Do File Copy
BY TOTAL DESIGN ENGINEER

2 - TRAFFIC DATA

EXISTING AVERAGE DAILY TRAFFIC (YEAR-VOLUME): M.P. 5.77 1978 (3100)

PROJECTED AVERAGE DAILY TRAFFIC (YEAR-VOLUME):

LEVEL OF SERVICE	A	B	C	D	E	F
EXISTING	☐	☐	☒	☐	☐	☐
PROPOSED	☐	☒	☐	☐	☐	☐

DESIGN SPEED (MPH): 55

DESIGN STANDARDS:

TRAFFIC ANALYSIS: ☒ LIGHT ☐ MEDIUM ☐ HEAVY

1 Versteeg
Anderson
2 Christensen
3 Olson
Sullivan
Terpin
Trout
1 Wakerlig

RECEIVED
JUL 08 1980
ROAD DESIGN SECTION

Do Not File ☐
Return To
Bring In
Action

APPROVED
Location Engineer
Date 7/1/80

FORM 734-1730 (12-78) Page 1

3 - FEATURES	EXISTIN NUMBER AND WIDTH	P POSED NUMBER AND WIDTH
TRAVEL LANES	2 @ 12'	3 @ 12'
SHOULDERS	2 @ 4'	2 @ 6'
MEDIANS	No	No
PARKING LANES	No	No
SIDEWALKS	No	No
BIKEWAYS	No	Shoulder Bikeway
INTERCHANGES	No	No
OTHER:	No	No

	YES	NO	MAYBE
Channelization	☐	☒	☐
Frontage Roads	☐	☒	☐
Traffic Signals	☐	☒	☐
Signing	☒	☐	☐
Illumination	☐	☒	☐
Structures	☐	☒	☐
Stage Construction	☐	☒	☐
Pedestrian Crossing	☐	☒	☐
Rest Area	☐	☒	☐
Truck Scale Site	☐	☒	☐
Landscaping	☐	☒	☐
Drainage	☐	☐	☒
River	☐	☒	☐
Stream	☐	☒	☐
Storm Sewer	☐	☒	☐
Sanitary Sewer	☐	☒	☐
Right of Way	☐	☒	☐
Simple Acquisition	☐	☒	☐
Complex Acquisition	☐	☒	☐
Relocations	☐	☒	☐

	YES	NO	MAYB
Right of Way (cont.) Improvements	☐	☒	☐
Access Control	☐	☒	☐
Railroad Crossing	☐	☒	☐
At Grade	☐	☒	☐
Separated	☐	☒	☐
Railroad Encroachment	☐	☒	☐
Permits	☐	☒	☐
Conditional Use	☐	☒	☐
Flood Plain	☐	☒	☐
Irrigation District	☐	☒	☐
Water District	☐	☒	☐
Drainage District	☐	☒	☐
Div. of State Lands	☐	☐	☒
Dept. of Geology & Min. Ind.	☐	☐	☒
Corps of Engineers	☐	☒	☐
Coast Guard	☐	☒	☐
DEQ NPS Air Pollution	☐	☒	☐
DEQ NPS Water Pollution	☐	☒	☐
Building	☐	☒	☐
Fish & Wildlife Approval	☐	☐	☒

3 - FEATURES (cont.)

	YES	NO	MAYBE
Agreements (City-County Etc.)	☐	☒	☐
Environmental Assessment	☒	☐	☐
Statewide Assessment	☐	☒	☐
Negative Declaration	☐	☒	☐
Environmental Impact Statement	☐	☒	☐
4-F Statement	☐	☒	☐
Citizen Advisory Committee	☐	☒	☐
Public Hearing ________________	☐	☒	☐
Borrow Source	☐	☒	☐
Material Source	☐	☐	☒
Utilities	☐	☐	☒

Type ________________________________

	YES	NO	MAYBE
Hydraulics Study	☐	☒	☐
Soils Investigation	☐	☐	☒
Airport Clearance	☐	☒	☐
Economic Analysis	☐	☒	☐
Requires Field Survey	☒	☐	☐
Old Survey Available	☐	☒	☐
Requires Vicinity Map	☐	☒	☐
Requires Photogrammetry	☐	☒	☐
Requires Reconnaissance Survey	☐	☒	☐
Reconnaissance Available	☐	☒	☐
Design Review	☐	☒	☐

4 - WORK ITEMS

		TO BE PERFORMED BY		
	APPLICANT		STATE	CONSULTANT
PRELIMINARY ENGINEERING	☐		☒	☐
RIGHT-OF-WAY	☐	N/A	☐	☐
CONSTRUCTION ENGINEERING	☐		☒	☐

5 - DURATION TIMES (MONTHS)

	FLOAT	ACTIVE
RECONNAISSANCE SURVEY	( )	N/A
DRAFT ENVIRONMENTAL IMPACT STATEMENT	( )	N/A
CORRIDOR APPROVAL	( )	N/A
FIELD SURVEY	(8 Mo.)	1 Mo.
PRELIMINARY DESIGN	( )	N/A
DESIGN APPROVAL/FINAL EIS	( )	N/A
RIGHT-OF-WAY DESCRIPTIONS	( )	N/A
RIGHT-OF-WAY ACQUISITION	( )	N/A
P.S. & E. DOCUMENTS	( )	3

	(Region)	(Salem)
RECOMMENDED CONSTRUCTION DATE		F10'82

6 - SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING

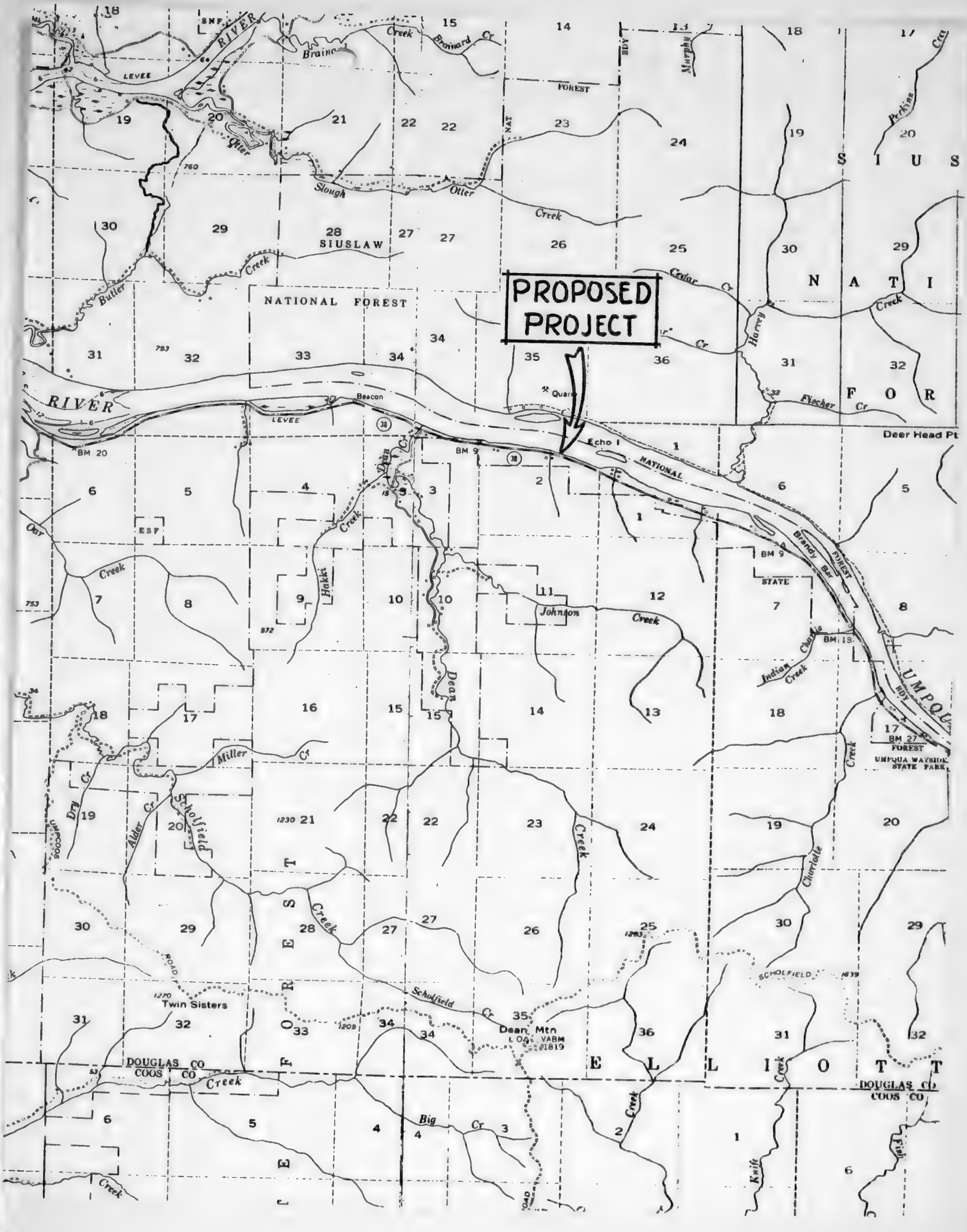
7 - TYPICAL SECTION AND LOCATION

Attach 8½ x 11 inch sheets for general location map and typical section (roadway & structure).

8 - PROJECT COST ESTIMATES

	REGION	SALEM
PRELIMINARY ENGINEERING		12,100
RIGHT OF WAY		
TRAFFIC CONTROL		8000
ILLUMINATION		
STRUCTURES		
RAILROAD		
ROADWAY		
OTHER ______________________________		
ENGINEERING & CONTINGENCIES		
PROJECT TOTAL H.I.P. =	$120.000	

SUBMITTED BY ______________________________


PROPOSED PROJECT
SIUSLAW NATIONAL FOREST
SIUS NATI FOR
RIVER
Otter Slough
Otter Creek
Brainard Cr
Murphy
Perkins Cr
Butler Creek
Cedar Cr
Harvey
Fischer Cr
Deer Head Pt
LEVEE
Beacon
Quarry
Echo I
NATIONAL FOREST
Brandy Bar
BM 20
BM 9
BM 18
BM 27
38
Oar Creek
Hakki Creek
Dean Cr
Johnson Creek
Indian Creek
Charlie
UMPQUA
STATE
UMPQUA WAYSIDE STATE PARK
Miller Cr
Dry Cr
Alder Cr
Scholfield
Scholfield Cr
Charlotte Creek
Creek
ROAD
Twin Sisters
1270
Dean Mtn
LO
VABM
1819
SCHOLFIELD
ELLIOTT
FOREST
DOUGLAS CO
COOS CO
Big Cr
Knif Creek
ESF
SNF

1984 Redwood Hwy (6th St-7th St) 9751
at "G" St (Grants Pass) Sec., Redwood
Hwy (traffic signals)

January 23, 1985

Industrial Indemnity Co. of the NW
421 SW Sixth Avenue
Portland, OR 97204

CON 5
#9751

Gentlemen or Ladies:

On January 7, 1985, we wrote to you concerning release of final payment on Contract No. 9751 awarded to Sims Electric of Medford, Inc. for traffic signals on the Redwood Highway (6th Street-7th Street) at "G" Street (Grants Pass) in Josephine County.

Final payment on this contract is $1,000.00 and the total contract amount is $80,225.05. No work was performed under force account.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

kjm
cc: Sims Electric of Medford, Inc.
PO Box 907
Medford, OR 97501

bc: C. O. Fredrickson
Walt Hart
James J. Gix

9751

STATE OF OREGON **INTEROFFICE MEMO**

Contract Payments 378-6594 FILE: CON 5

TO: Robert Gormsen
Manager, Commission Services

DATE: January 3, 198~~4~~5

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract	9751,	On Site Work Substantially Completed July 24, 1984
All Work Completed	September 11, 1984	
Project	Redwood Hwy. (6th & 7th Sts.) & "G" St. (Grants Pass)	
Highway	Redwood	
County	Josephine	
Type of Work	Traffic Signals	
Contractor	Sims Electric of Medford, Inc.	

WES:BMW:mk

cc: C. O. Fredrickson
B. M. Walton

CPC/FM2

January 7, 1985 - Surety letter written.

noted
RWGormsen

RECEIVED
JAN 4 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

81-125-1387

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Redwood Hwy @ G Street (Grants Pass)

WEEK ENDING: September 15,1984

SECTION PREFIX: 17-8233

HIGHWAY: Redwood

COUNTY: Josephine

NAME OF JOB: Redwood Highway @ G Street

KIND OF WORK: Traffic Signal Installation

CONTRACTOR: Sims Electric of Medford

CONTRACT NUMBER: 9751

FEDERAL AID PROJECT NUMBER: State

DATE OF CONTRACT: February 27,1984

DATE WORK STARTED: May 14,1984

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS:

SPECIFIED CALENDAR DAYS: 90

WORK DAYS USED:

CALENDAR DAYS USED: 68

PROJECT AUTHORIZATION: $95,120.88

SPECIFIED COMPLETION DATE: September 15,1984

PERCENT OF TIME ELAPSED: 76

EXCLUSIVE OF ENGINEERING: $86,813.38

ENGINEERING AUTHORIZATION: $8,307.50

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $85,564.80

ENGINEERING COST TO DATE: $6,500.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

ESTIMATED PERCENT: OVERRUN UNDERRUN: -1 %

PERCENT OF AUTHORIZATION: 78%

DATE PROJECT WAS COMPLETED: July 24,1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

NONE

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY	NA			F
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

CONSTRUCTION SECTION FILE

CONTR. NO: 9751 DATE: Sept.15,1984

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY 9	No activity.
MONDAY 10	No activity
TUESDAY 11	No activity
WEDNESDAY 12	No activity
THURSDAY 13	No activity
FRIDAY 14	No activity
SATURDAY 15	No activity

REMARKS

STATUS: The semi final estimate was submitted this week. The third notification has been sent in and no further reports will be sent from this office.

VISITORS:

NEXT WEEK:

SIGNED for Maude LOCATION Medford

PRIME RESIDENT SUBMIT 2 COPIES. WHEN BRIDGES AND GRADING BOTH ARE INVOLVED, SUBMIT 3 COPIES

SP*F216

9751   9-84   ✓

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JOSEPHINE CNTY-FLASHREP-DOWL& C    NO          FA PROJ NOS
                                   017   8217    199     00                                              501.40
                                   017   8217    296     00                                              304.19CR
                                   017   8217    299     00                                              304.19
                                   017   8217    594     00                                              197.21CR
                                             ** JOB TOTALS **                **                **        304.19  **

SANDERS&PROF.ITT-HOUSE MOVE   CONT NO        * FA PROJ NOS
                                   017   8230    199     00                                              392.36
                                   017   8230    296     00                                              392.36CR
                                   017   8230    299     00                                              392.36
                                             ** JOB TOTALS **                **                **        392.36  **

PAYLESS CORP-INDENTURE OF ACC CONT NO        * FA PROJ NOS
                                   017   8231    199     00                                               31.98
                                   017   8231    296     00                                               83.78CR
                                   017   8231    299     00                                               83.78
                                   017   8231    930     00                                               51.80
                                             ** JOB TOTALS **                **                **         83.78  **

GRANTS PASS-TRAFFIC SIG       CONT NO        * FA PROJ NOS
                                   017   8232    296     00                                           10,159.51CR
                                   017   8232    299     00                                           10,159.51
                                   017   8232    901     00                                            2,555.46
                                   017   8232    901     00 &                                             20.05
                                   017   8232    905     00                                              447.52
                                   017   8232    911     00                                            5,014.69
                                   017   8232    914     00                                              350.68
                                   017   8232    920     00                                               92.90
                                   017   8232    921     00                                            1,375.44
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ACCOUNT SUMMARY - EXPENDITURES & LEDGERS                                  SEPTEMBER 1984        PAGE 1872
                                                                                FISCAL           GRAND TOTAL
        DESCRIPTION                PREFIX  FUNCTION SUB F.  GR  CURRENT MONTH    YEAR TO DATE      TO DATE
                                   017   8232    922     00                                               24.40
                                   017   8232    946     00                                              278.37
                                             ** JOB TOTALS **                **                **     10,159.51  **

REDWOOD HWY@ G (GRANTS PASS) CONT NO 9751   FA PROJ NOS
                                   017   8233    201     00           3,017.25        66,218.05       80,225.05
                                   017   8233    204     00           2,860.39         2,860.39        2,860.39
                                   017   8233    204     00 &                                            700.35
                                   017   8233    204     00 P                                            700.35CR
                                   017   8233    210     02                                            1,396.72
                                   017   8233    270     03           2,400.00         4,075.00        4,075.00
                                   017   8233    296     00                            3,741.92CR     18,821.07CR
                                   017   8233    299     00                            3,741.92       18,821.07
                                   017   8233    930     00             408.80         3,580.62        6,214.60
                                   017   8233    900     00 1            10.08            22.40           39.62
                                   017   8233    911     00                                               24.40
                                   017   8233    914     00                                              175.34
                                   017   8233    920     00                                               17.30
                                   017   8233    922     00                               16.39           24.18
                                   017   8233    940     00                                              140.00
                                   017   8233    941     00                                                6.40
                                   017   8233    944     00                                              112.98
                                   017   8233    945     00                               33.85           65.18
                                   017   8233    946     00              13.50           297.48          519.09
                                             ** JOB TOTALS **         8,710.02  **    77,104.18  **   95,925.25  **

FRED MEYER RE PROP LTD-ACCESS CONT NO        FA PROJ NOS
                                   017   8234    296     00                               47.19CR        959.10CR
                                   017   8234    299     00                               47.19          959.10
```

9-84

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DOWLE C      NO          FA PROJ NOS                                                                    STATE
             017   8217     199      00                                                 501.40
             017   8217     296      00                                                 304.19CR
             017   8217     299      00                                                 304.19
             017   8217     594      00                                                 197.21CR
                          ** JOB TOTALS **             **                **             304.19   **

OVE   CONT NO        * FA PROJ NOS                                                                      STATE
             017   8230     199      00                                                 392.36
             017   8230     296      00                                                 392.36CR
             017   8230     299      00                                                 392.36
                          ** JOB TOTALS **             **                **             392.36   **

ACC CONT NO          * FA PROJ NOS                                                                      STATE
             017   8231     199      00                                                  31.98
             017   8231     296      00                                                  83.78CR
             017   8231     299      00                                                  83.78
             017   8231     930      00                                                  51.80
                          ** JOB TOTALS **             **                **              83.78   **

      CONT NO        * FA PROJ NOS                                                                      STATE
             017   8232     296      00                                              10,159.51CR
             017   8232     299      00                                              10,159.51
             017   8232     901      00                                               2,555.46
             017   8232     901      00 &                                                20.05
             017   8232     905      00                                                 447.52
             017   8232     911      00                                               5,014.69
             017   8232     914      00                                                 350.68
             017   8232     920      00                                                  92.90
             017   8232     921      00                                               1,375.44
```

S.F #22,400.05

```
RTS & LEDGERS                                         SEPTEMBER 1984        PAGE 1872
                                                                FISCAL            GRAND TOTAL
            PREFIX  FUNCTION SUB F.  GR   CURRENT MONTH      YEAR TO DATE          TO DATE
             017    8232     922     00                                              24.40
             017    8232     946     00                                             278.37
                          ** JOB TOTALS **             **                 **      10,159.51   **

SS)  CONT NO 9751   FA PROJ NOS                                                                         STATE
             017   8233     201      00            3,017.25         66,218.05      80,225.05
             017   8233     204      00            2,860.39          2,860.39       2,860.39
             017   8233     204      00 &                                             700.35
             017   8233     204      00 P                                             700.35CR
             017   8233     210      02                                             1,395.72
             017   8233     270      03            2,400.00          4,075.00       4,075.00
             017   8233     296      00                              3,741.92CR    18,821.07CR
             017   8233     299      00                              3,741.92      18,821.07
             017   8233     930      00              408.80          3,580.62       6,214.60
             017   8233     900      00 1             10.08             22.40          39.62
             017   8233     911      00                                                24.40
             017   8233     914      00                                               175.34
             017   8233     920      00                                                17.30
             017   8233     922      00                                 16.39          24.18
             017   8233     940      00                                               140.00
             017   8233     941      00                                                 6.40
             017   8233     944      00                                               112.98
             017   8233     945      00                                 33.85          65.18
             017   8233     946      00               13.50            297.48         549.09
                          ** JOB TOTALS **         8,710.02  **     77,104.18  **   95,925.25   **

ESS CONT NO          FA PROJ NOS                                                                        STATE
             017   8234     296      00                                 47.19CR       959.10CR
             017   8234     299      00                                 47.19         959.10
```

9751

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RECEIVED
MAR - 5 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

BUREAU OF LABOR AND INDUSTRIES
Mary Roberts, Commissioner

To: Department of Transportation

Re: Your Contract #9751
Sims Electric of Medford

PUBLIC CONTRACTS AND THE PREVAILING WAGE RATE LAW: WHAT PUBLIC AGENCIES SHOULD KNOW

OREGON PREVAILING WAGE RATE LAW (PWR)
(ORS 279.348 - 279.363)
and
THE FEDERAL DAVIS-BACON ACT

THERE'S A DIFFERENCE

Contracts subject to the state PWR law are those that are funded by sources other than federal sources (local funding; funding by city, county, state, etc.). Projects funded by a federal source are usually subject to the federal Davis-Bacon Act.

For information regarding coverage of these laws, contact:

PWR LAW (STATE)

Oregon Bureau of Labor and Industries
Wage and Hour Division
1400 S.W. Fifth Avenue
Portland, OR 97201

phone: 229-5750

DAVIS-BACON ACT (FEDERAL)

U.S. Department of Labor
Wage and Hour Division
1200 S.W. Third Avenue
Portland, OR 97204

phone: 221-3057

REQUIREMENTS OF OREGON'S PREVAILING WAGE RATE LAW

Public contracting agencies are required to enter into written contracts for the construction, reconstruction, maintenance or repair of any public work. (Maintenance does not include work of a short term nature such as janitorial services.)

BID SPECIFICATIONS REQUIREMENTS	No bid may be received or considered by a contracting agency for a public work unless the bidder agrees to pay all employees the prevailing rate of wage. (ORS 279. 025) The specifications for every public works contract must include the current prevailing wage rate in effect at the time the specifications are first advertised. (A statement incorporating the existing rates by reference will not satisfy this requirement.) (ORS 279.352)
CONTRACT REQUIREMENTS	The contract itself is required to contain a provision that all workers employed under the contract must be paid the prevailing wage rate(s). (ORS 279.352)

BONDING REQUIREMENTS	The law requires that a bond be executed by the contractor for certain public works contracts. If a bond is required by law, but the contracting agency fails to require the contractor to comply with this provision, the public body and officers authorizing the contract may be liable for labor and materials for which the contractor fails to pay. (ORS 279.542) The contracting agency may pay for labor and services furnished against funds due the contractor where the contractor fails, neglects, or refuses to make prompt payment. (ORS 279.314)

FORM FILING REQUIREMENTS: BY THE CONTRACTING AGENCY

LIST OF PLANNED PUBLIC IMPROVEMENTS - Public agencies are required to prepare and file with the Labor Commissioner a list of public improvements to be funded by the public agency, identifying each improvement by name and providing an estimate of the total construction costs. This form should be filed 30 days prior to the adoption of the agency budget for the subsequent budget period. The list should also indicate whether the agency intends to perform the construction by a private contractor. Revisions to the list should also be filed with the Labor Commissioner. (ORS 279.023; OAR 839-16-008)

NOTICE OF AWARD FORM - Public contracting agencies are required to notify the Labor Commissioner in writing, on a form prescribed by the commissioner, whenever a contract subject to the Prevailing Wage Rate Law has been awarded. This notification must be made within 30 days of the date that the contract is awarded. The form is not required when the contract awarded is not subject to the Prevailing Wage Rate Law. (ORS 279.363)

FORM FILING REQUIREMENTS: BY THE CONTRACTOR

WAGE CERTIFICATION FORM - The Public Works Contractor Wage Certification form is required to be filed twice with the Public Contracting Agency: once within fifteen (15) days of the day the work first began on the project, and once before the agency makes its final inspection of the project. The form must be filed by both the general contractor and any subcontractor(s) engaged on the project. A true copy of the Certification must be filed with the Wage and Hour Division, Prevailing Wage Section, of the Bureau of Labor and Industries at the same time the form is filed with the Contracting Agency. A certification need not be filed with the Bureau when the contract awarded is not subject to the Prevailing Wage Rate Law. (ORS 279.354; OAR 839-16-010)

The above referenced forms may be obtained from the Bureau of Labor and Industries, 1400 S.W. Fifth Avenue, Portland, OR, 97201, phone: 229-5750.

7751 11

January 31, 1984

PRO-ACC

Dave Wright
City Engineer
City of Grants Pass
101 N.W. "A" Street
Grants Pass, OR 97526

Dear Mr. Wright:

On January 26, 1984 we received a satisfactory bid from Sims Electric of Medford, Inc., P.O. Box 1030, 29 W. Main St., Medford, OR 97501 for the Redwood Hwy. (6th St.-7th St.) at "G" Street (Grants Pass) Section of the Redwood Highway.

As described in our Agreement No. [illegible], the City is required to deposit their share of the traffic signal installation as computed below:

Contractor's Bid for Traffic Signal Installation		$77,600.00
State Furnished Program & Prom	$1,400.00	
Signal Controller Testing	2,675.00	
"OPTICOM" Testing	400.00	
Signal Turn-On	1,000.00	5,475.00
		$83,075.00
Contingencies (4 1/2%)		3,738.38
Engineering (10%)		8,307.50
CITY SHARE (100%)		$95,120.88
ROUNDED		$95,120.00

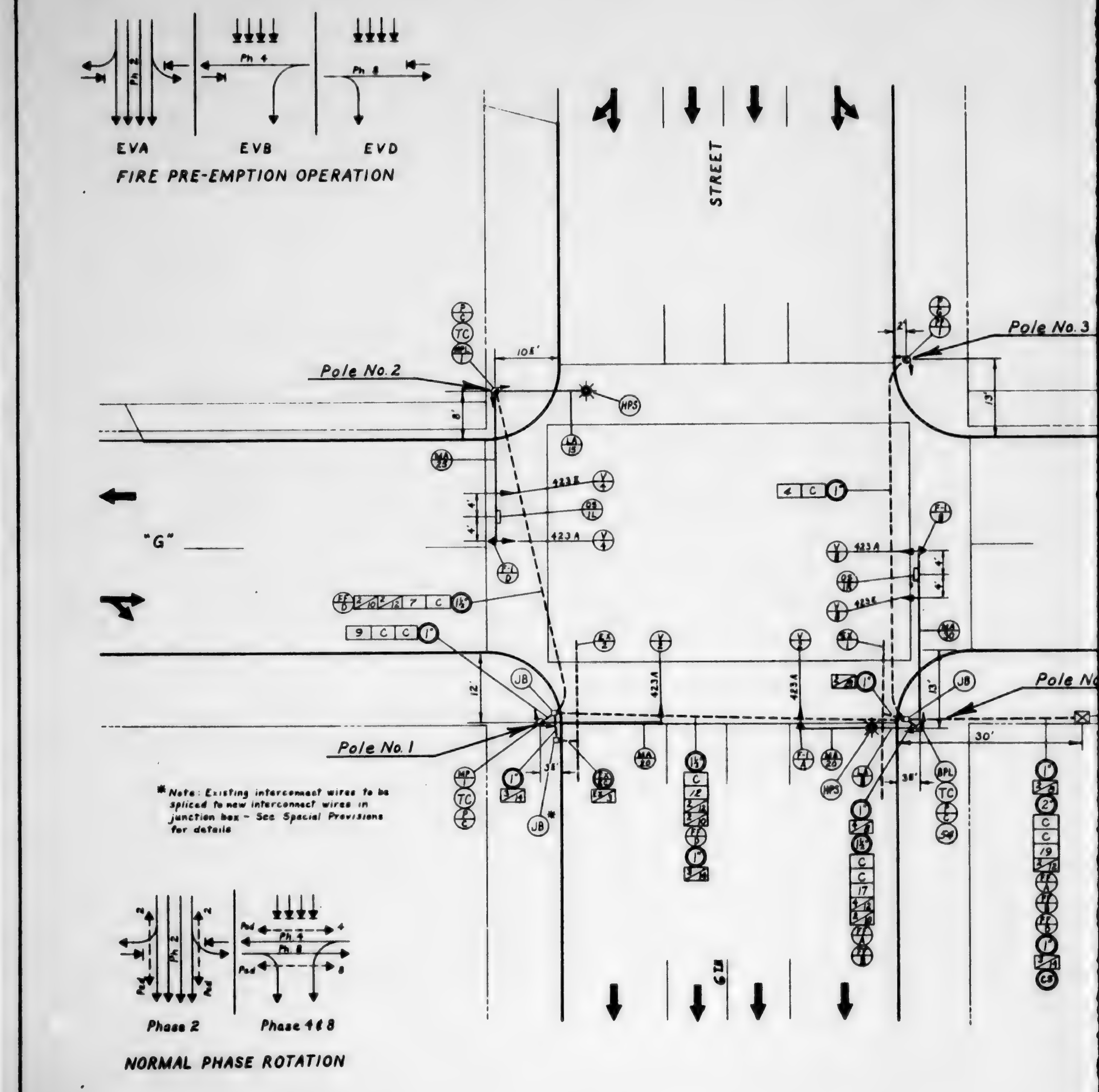
Please submit your $95,120 deposit, which should arrive not later than February 17, 1984, using one of the three options for payment described in the attachment.

Very truly yours,
ORIGINAL SIGNED BY
GARY A. POTTER

Gary A. Potter, Manager
Program Section

RLO:pf
Attachment
bcc w/AD #84-06: Jack Ayres, Region 3
V. E. Skoog-Please return completed AD #84-06 when deposit is received.

9751 11-28-83


EVA
EVB
EVD
Ph 2
Ph 4
Ph 8
STREET
Pole No. 2
Pole No. 3
Pole No. 1
Pole No
TC
HPS
JB
LA 15
MA 23
MA 20
MA 10
423 E
423 A
"G"
10.5'
8'
13'
12'
35'
38'
30'
2'
4'
4 C 1"
9 C C 1"
7 C 1½"
1"
1½"
2"
C
12
17
19
BPL
6TH
Ped
Phase 2
Phase 4 & 8

FIRE PRE-EMPTION OPERATION

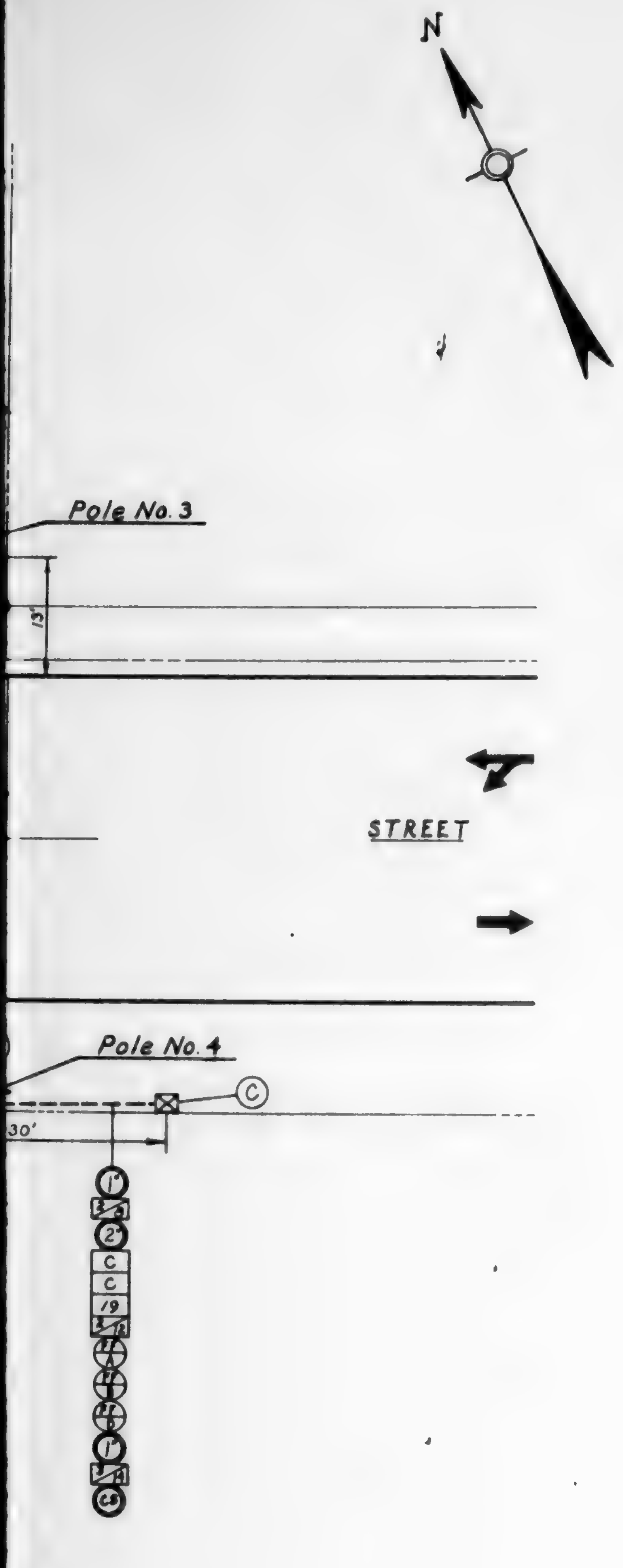
* Note: Existing interconnect wires to be spliced to new interconnect wires in junction box - See Special Provisions for details

NORMAL PHASE ROTATION

N

SIGNAL LAN
6TH ST. AT "G" ST.

SCALE 0 10 20 40 FEET



L E G E N D

⊕	Maintain and protect existing underground power line (power source)
⊕	Maintain and protect existing underground power line and interconnect line
▨	Maintain and protect existing (N) No. 14 type TW wires
⊕	Maintain and protect existing electrical conduit
C	Install model 170 controller in model 332 cabinet
⊕	Install type (T) standard traffic signal mast arm pole
⊕	Install type (T) standard traffic signal mast arm pole with luminaire pole extension (35 ft. mounting ht.)
MA L	Install (L) ft. traffic signal mast arm
LA L	Install (L) ft. luminaire arm
BPL	Install double mast arm pole with luminaire pole extension (35 ft. mounting ht.) - See Special Provisions
PP	Install pedestrian signal pedestal with frangible base
V Ph	Install phase (Ph) vehicle signal
P T	Install type (T) modified pedestrian signal
⊕	Install phase (Ph) pedestrian pushbutton with instruction sign
⊕	Install interior illuminated "One Way" left arrow sign
⊕	Install interior illuminated "One-Way" right arrow sign
TC	Install terminal cabinet
54	Install service cabinet with 30 amp (signals) and 20 amp (illumination) circuit breakers
JB	Install precast reinforced concrete junction box
C	Install one No. 8 type THWN wire (signal system common)
N	Install (N) No. 14 type THWN wires
N G	Install (N) No. (G) type TW or THW wires
S"	Install (S) inch electrical conduit
CS	Install 2 inch conduit for future use (cap both ends)
X-A Ch	Install channel (Ch), (X)-way fire pre-emption detector unit
⊕ Ch	Install channel (Ch) fire pre-emption detector feeder cable
HPS	Install 200 watt 120 volt, type MH-IV, high pressure sodium lamp in luminaire unit with photoelectric control

T = Type shown
L = Length shown
Ph = Phase shown
X = Number shown
N = Number of conductors shown

G = AWG size shown
S = Size shown
Ch = Channel shown
A = Standard plumizer
E = Elevator plumizer
423 = 12"R, 8"Y, 8"G

PRELIMINARY COPY

NOV 28 1983

SUBJECT TO MUTUAL REVIEW

OREGON STATE HIGHWAY DIVISION
[illegible]

L E GEORGE
11/14/83

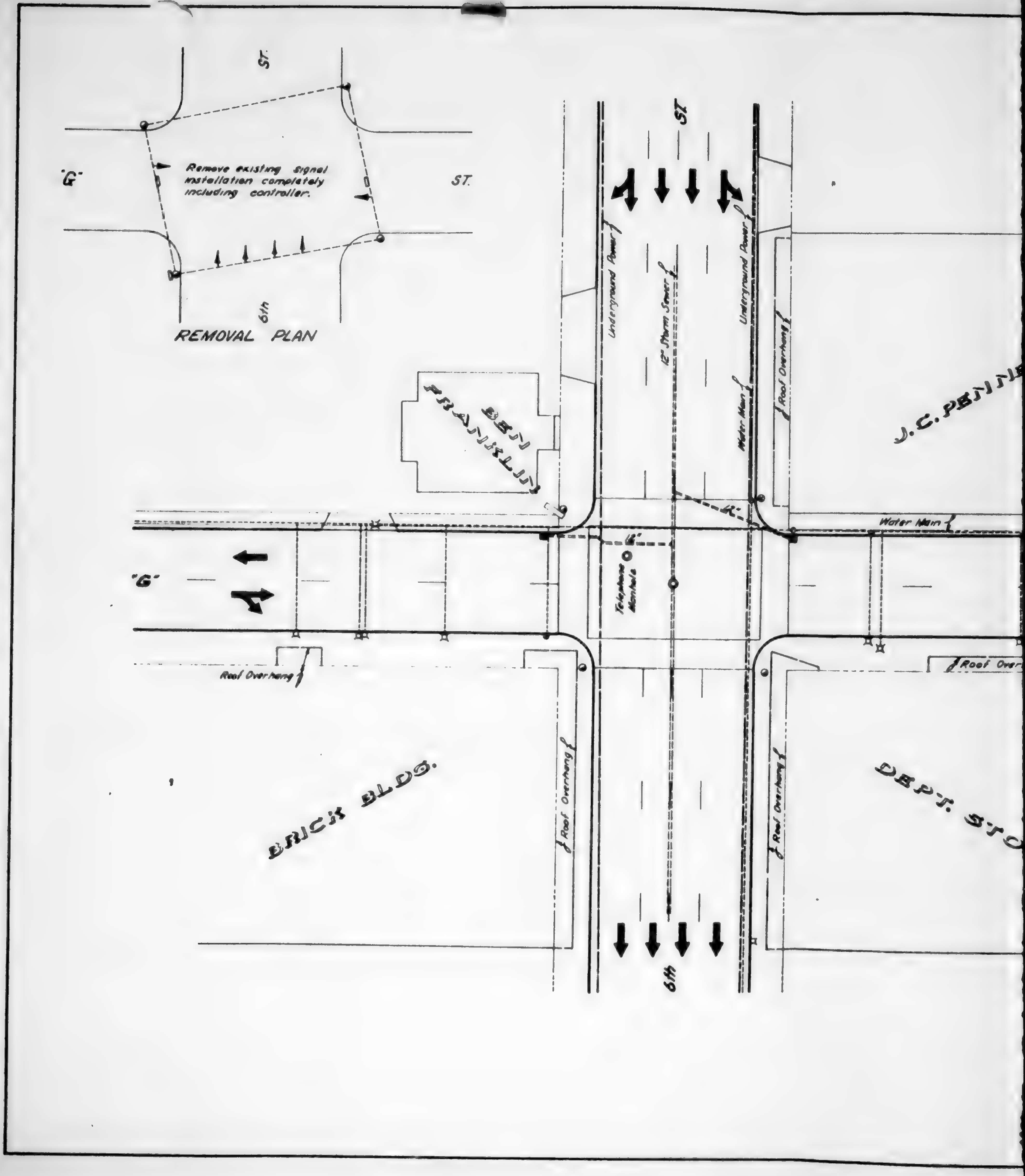
DESIGNED BY
CHECKED BY

TRAFFIC SIGNAL INSTALLATION
REDWOOD HWY. (6TH ST.-7TH ST.) AT "G" ST. (GRANTS PASS) SEC.
REDWOOD HIGHWAY
JOSEPHINE COUNTY

November 1983

ACCOMPANIED BY DWGS. 1470, 1471, 1472, 1473, 1488, 1489, 2991, 2992, 35008, 35010 & 8691 Incl. 8693

8690

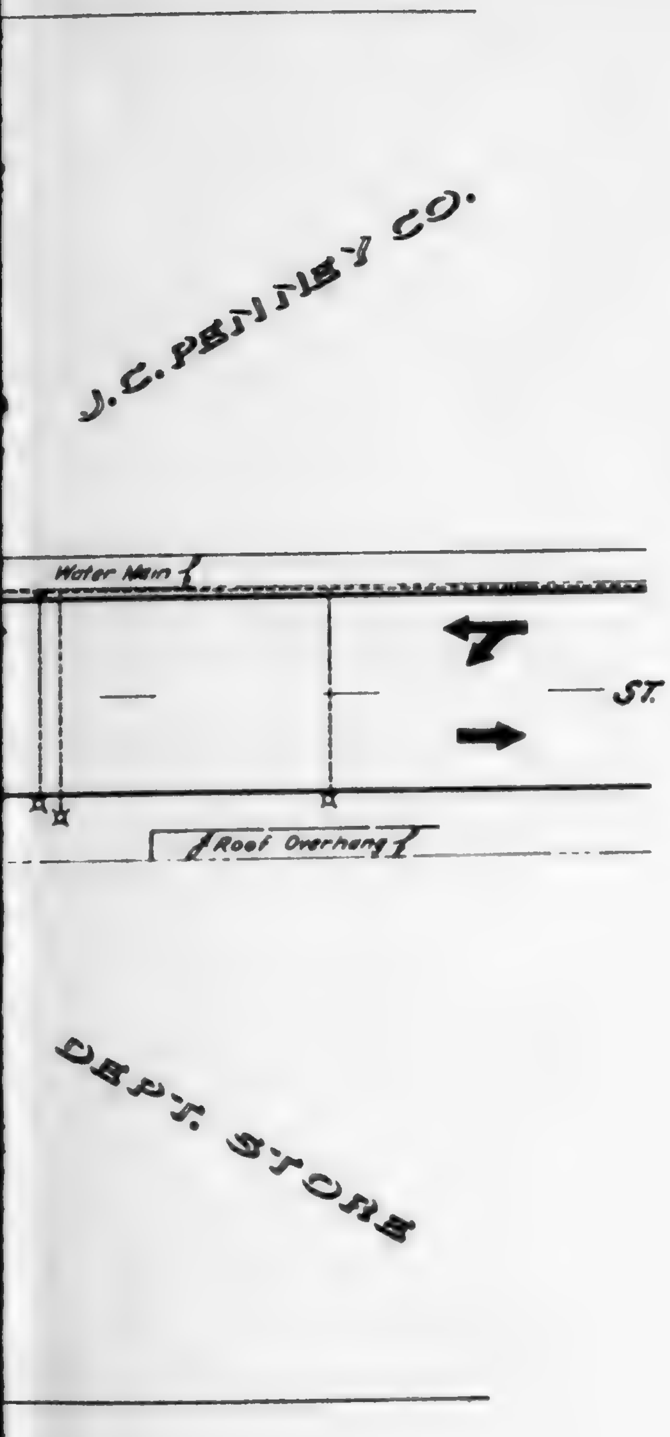

Remove existing signal installation completely including controller.

REMOVAL PLAN

ST.
"G"
ST.
6th
ST
Underground Power
Underground Power
12" Storm Sewer
Water Main
Roof Overhang
BEN FRANKLIN
J.C. PENNE
"R"
"R"
Water Main
"G"
Telephone Manhole
Roof Overhang
Roof Over
Roof Overhang
Roof Overhang
BRICK BLDG.
DEPT. STO
6th

EXISTING UTIL ES & SIGNAL REMOVAL PLAN
6th ST. @ "G" ST.

SCALE
0
20
40
80
FEET
N


J.C. PENNEY CO.
Water Main
ST.
Roof Overhang
DEPT. STORE

PRELIMINARY COPY

NOV 2 0 1983

SUBJECT TO MUTUAL REVIEW

3003

E. GLOBLE

11/14/83

DESIGNED BY T.A.W.

CHECKED BY [illegible]

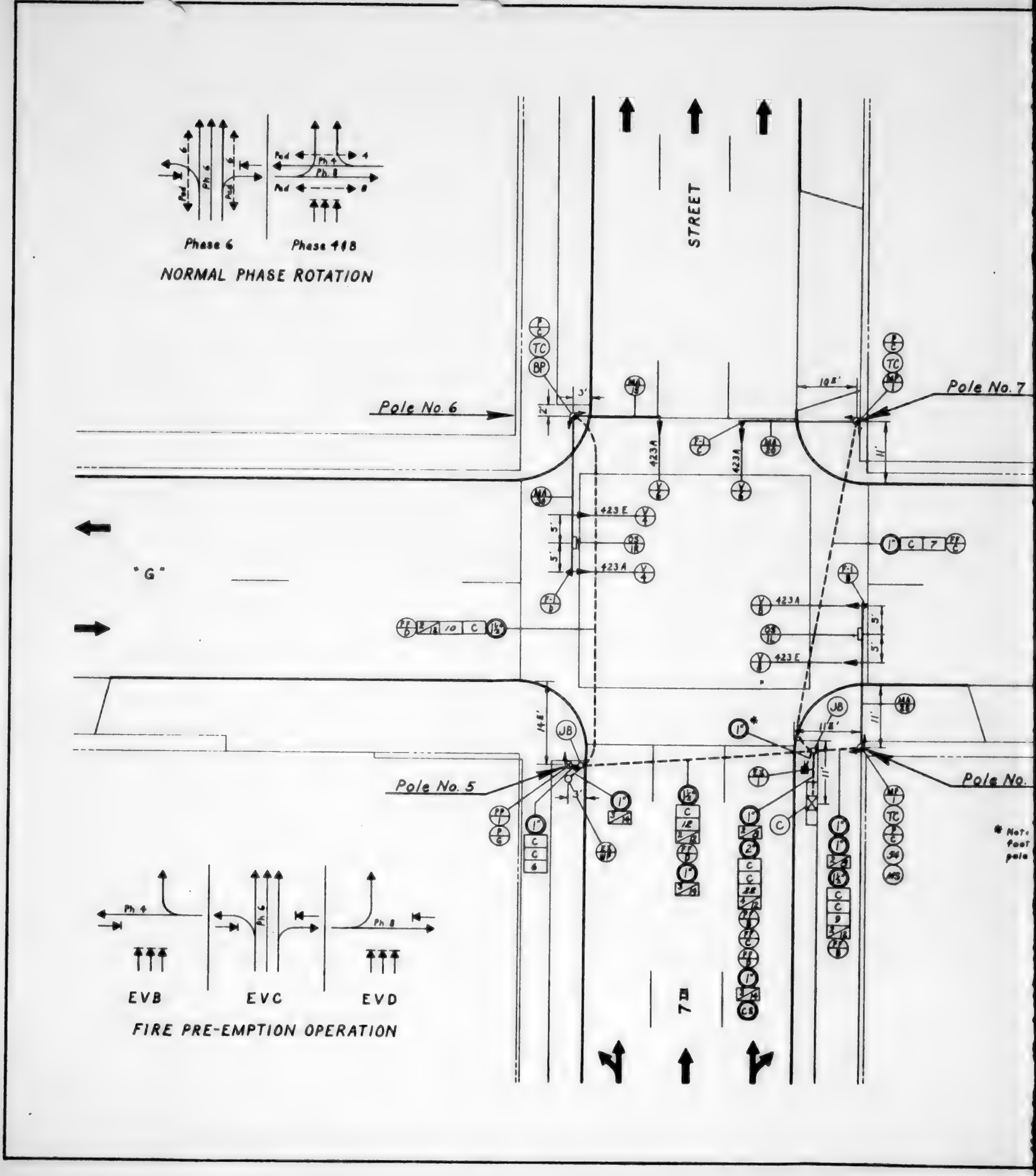
OREGON STATE HIGHWAY DIVISION

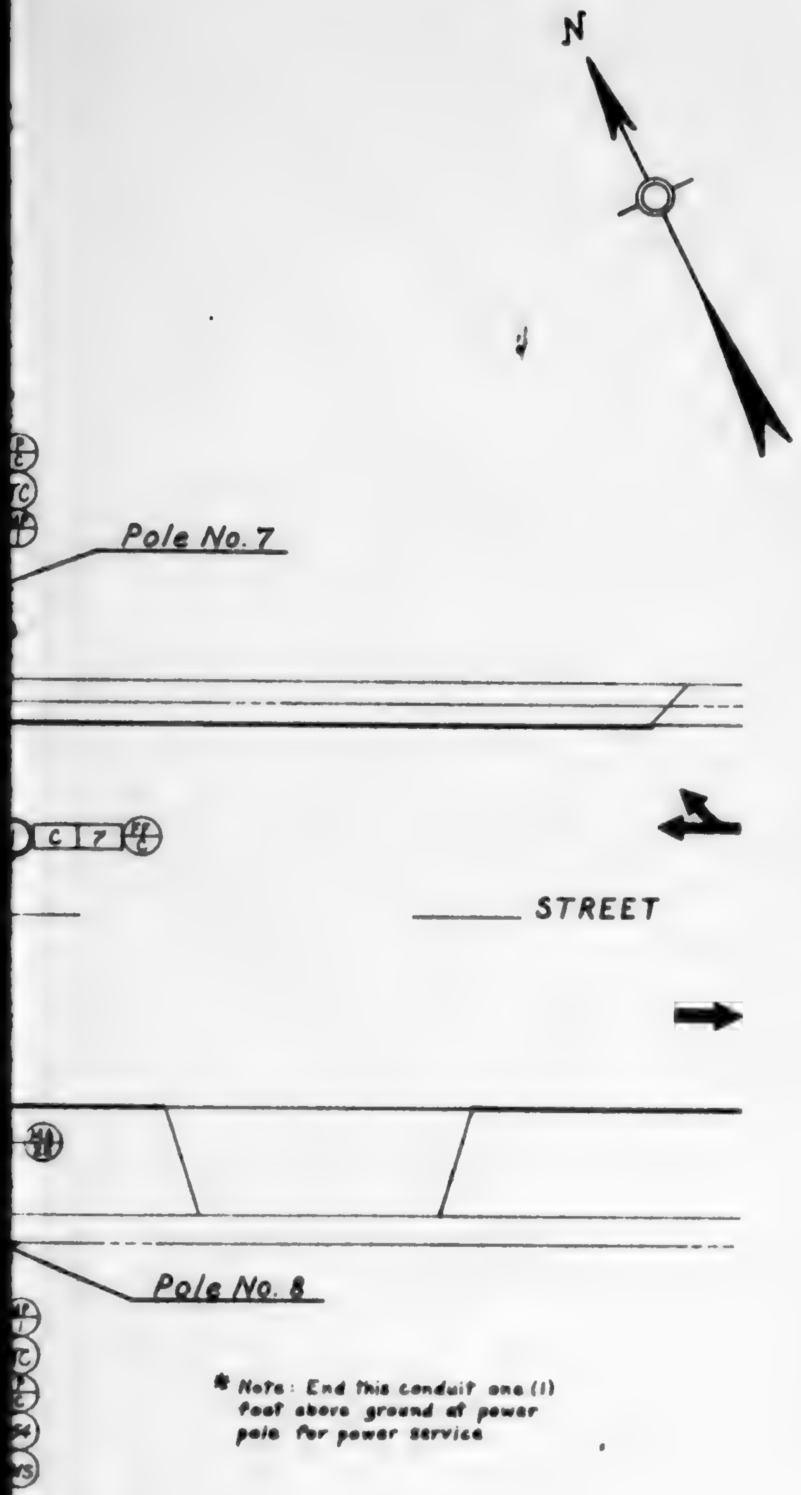
TRAFFIC [illegible]

TRAFFIC SIGNAL INSTALLATION
REDWOOD HWY. (6TH ST.-7TH ST.) AT "G" ST. (GRANTS PASS) SEC.
REDWOOD HIGHWAY
JOSEPHINE COUNTY

November 1983

8691


Phase 6
Phase 4 & 8
NORMAL PHASE ROTATION
STREET
Pole No. 6
Pole No. 7
Pole No. 5
Pole No.
"G"
7th
423A
423E
JB
TC
BP
3'
2'
10.5'
11'
14.8'
11.8'
5'
1"
C
EVB
EVC
EVD
FIRE PRE-EMPTION OPERATION
* Note
foot
pole



* Note: End this conduit one (1) foot above ground at power pole for power service

SIGNAL PLAN
7TH ST. AT "G" ST.

SCALE 0 10 20 40 FEET

LEGEND

PA	Maintain and protect existing power pole (power source)
C	Install model 170 controller in model 332 cabinet
	Install type (T) standard traffic signal mast arm pole
MA	Install (L) ft. traffic signal mast arm
BP	Install double mast arm pole (see Special Provisions)
PP	Install pedestrian signal pedestal with frangible base
	Install phase (Ph) vehicle signal
	Install type (T) modified pedestrian signal
	Install phase (Ph) pedestrian pushbutton with instruction sign
	Install interior illuminated "One Way" left arrow sign
	Install interior illuminated "One Way" right arrow sign
TC	Install terminal cabinet
54	Install service cabinet with 30 amp circuit breaker
MS	Install 120 volt meter base
JB	Install precast reinforced concrete junction box
C	Install one No. 8 type THWN wire (signal system common)
N	Install (N) No. 14 type THWN wires
N/G	Install (N) No. (G) type TW or THW wires
S"	Install (S) inch electrical conduit
	Install 2 inch conduit for future use (cap both ends)
X-Ch	Install channel (Ch), (X) way fire pre-emption detector unit
	Install channel (Ch) fire pre-emption detector feeder cable

T = Type shown
L = Length shown
Ph = Phase shown
X = Number shown
N = Number of conductors shown

G = AWG size shown
S = Size shown
Ch = Channel shown
A = Standard plumizer
E = Elevator plumizer
423 = 12"R, 8"Y, 8"G

Maintain and protect existing wood pole

PRELIMINARY COPY
NOV 2 6 1983
SUBJECT TO MUTUAL REVIEW

E E GEORGE
11/4/83

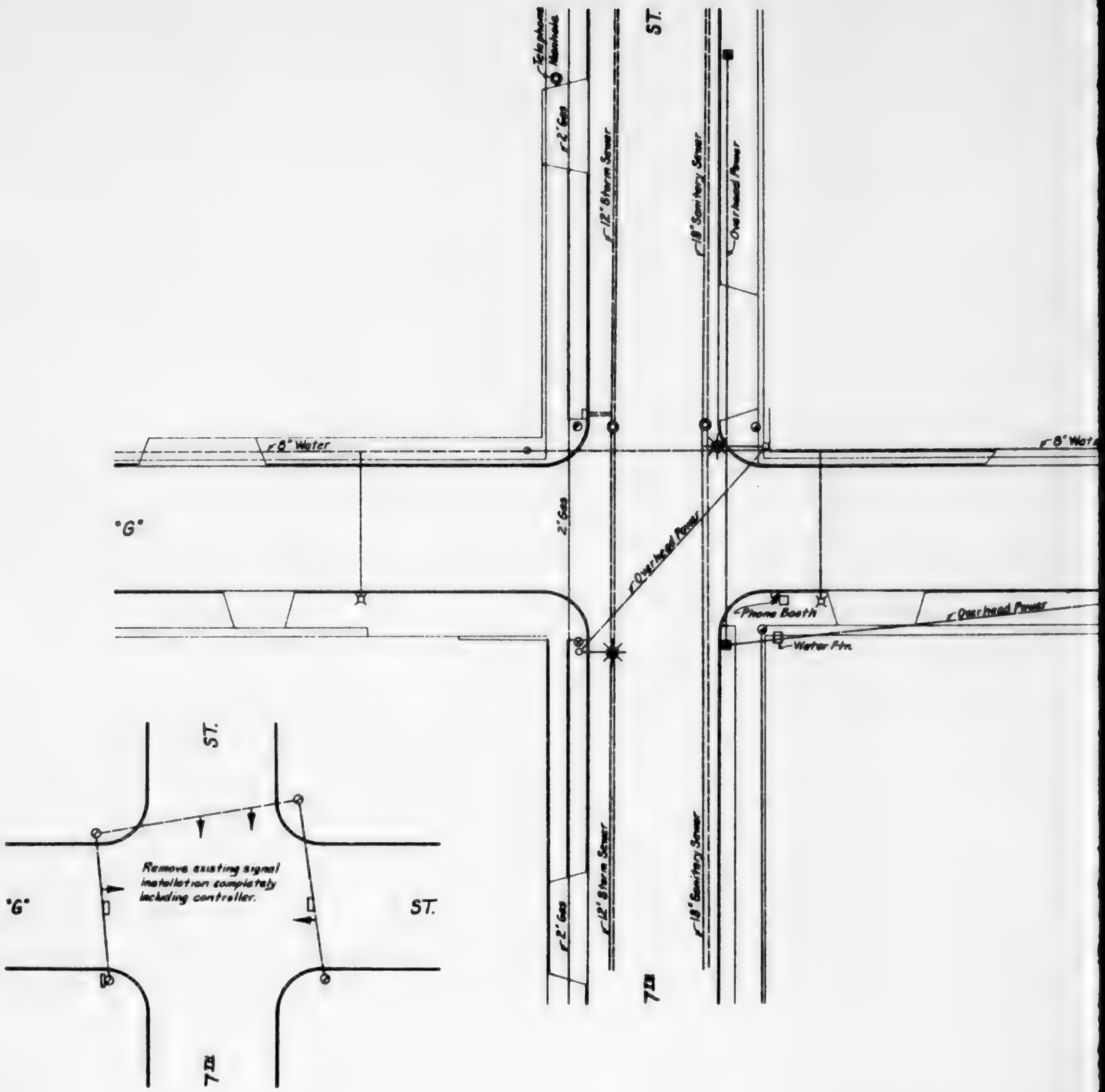
DESIGNED BY J.A.M.
CHECKED BY VZ

OREGON STATE HIGHWAY DIVISION
TRAFFIC [illegible]

TRAFFIC SIGNAL INSTALLATION
REDWOOD HWY. (6TH ST.-7TH ST.) AT "G" ST. (GRANTS PASS) SEC.
REDWOOD HIGHWAY
JOSEPHINE COUNTY

November 1983

8692


Telephone Manhole
2' Gas
12" Storm Sewer
ST.
18" Sanitary Sewer
Overhead Power
8" Water
8" Wate
"G"
2' Gas
Overhead Power
Phone Booth
Overhead Power
Water Ftn.
2' Gas
12" Storm Sewer
18" Sanitary Sewer
7th
ST.
"G"
Remove existing signal installation completely including controller.
ST.
7th

REMOVAL PLAN

EXISTING UTILITIES & REMOVAL PLAN
7TH ST. AT "G" ST.

SCALE
0
20
40
80
FEET
N
8" Water
ST.
Overhead Power

PRELIMINARY COPY

NOV 2 6 1983

SUBJECT TO MUTUAL REVIEW

OREGON STATE HIGHWAY DIVISION
TRAFFIC ENGINEERING SECTION

TRAFFIC SIGNAL INSTALLATION
REDWOOD HWY. (6TH ST-7TH ST) AT "G" ST. (GRANTS PASS) SEC.
REDWOOD HIGHWAY
JOSEPHINE COUNTY

11/14/83

November 1983

DESIGNED BY T.A.W.
CHECKED BY W.L.

NO. 8693

May 10, 1983

City of Grants Pass
City Hall
Grants Pass, OR 97526

AGR

Attention: George E. Shelley
Finance Director

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Gentlemen or Ladies:

Attached for your records is a fully executed copy of an agreement for a traffic signal project on the Redwood Highway at "G" Street.

We have retained a fully executed copy of this agreement for the Transportation Commission's files.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

FKN:bk

bc: Don Harwell (agree. att.)

7751

April 27, 1983

Dave Wright
City Engineer
City of Grants Pass
101 NW "A" Street
Grants Pass, OR 97526

Dear Mr. Wright:

SUBJECT: Redwood Highway at G Street (Grants Pass)
Traffic Signal Installation

We are processing the agreement for the subject project. Accordingly, the City should now submit its preliminary engineering advance deposit in the amount of $20,000. so that we may begin work. You may use one of the three options for payment described in the attachment.

Very truly yours,
ORIGINAL SIGNED BY
GARY A. POTTER

Rec'd 5-11-83
KEH

Gary A. Potter, Manager
Program Section

KEH:pf
Attachment

bcc w/AD # 83-21: Jack Ayres, Region 3
Vern Skoog - Please return completed AD #83-21 when advance deposit is received.

9751

N

PRO 6

STATE OF OREGON **INTEROFFICE MEMO**

Highway Division - Region 3   440-3399

TO: Project Management

DATE: January 25, 1983

FROM: Jack Ayres
Region Federal Aid Specialist

SUBJECT: Proposed Traffic Signal Revision
"G" St. @ 6th and 7th Sts.
Grants Pass

Attached are two project requests for proposed traffic signal revisions on "G" Street at 6th and 7th Streets in the city of Grants Pass. These signal revisions are to be funded 100% by local funds. A preliminary estimate is approximately $75,000 per signal.

Please prepare an agreement to cover the prescribed work.

1932 C&A
7-Jan. 58

ja/cp
attach.
cc: L.E. George
Mainor Holmes
G. Thornton
Wm. Maude

Savage - M St.

PROGRAM MANAGEMENT SECTION
DHM ☐ DES ☐
SHM ☐ MJK ☐ DNH ☐
JAN 26 1983
REFERRED TO
FOR
FILE: PM FA LG.

PROJECT PROSPECTUS
PART 1 - PROJECT REQUEST

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION 6th St. @ "G" St. (Grants Pass) Traffic Signal Revision	REGION 3

STATE HIGHWAY # 25	HIGHWAY NAME Redwood	MILE POST FROM X0.78 TO	LENGTH -
☒ URBAN ☐ RURAL	CITY Grants Pass	COUNTY Josephine	ROAD/STREET NAME 6th Street
ROUTE # 99	FEDERAL AID # FAP #17	APPLICANT (IF OTHER THAN STATE) City of Grants Pass	

COST ESTIMATES (000's)			PROJECT DATA		RIGHT OF WAY	
PRELIMINARY ENGINEERING		$ 10	GRADING (✓)		FILES (#)	0
RIGHT OF WAY		$	PAVING (✓)		ACRES (#)	0
ROADWAY	$		STRUCTURES (✓)		RELOCATIONS (#)	0
STRUCTURES	$		SIGNING (✓)		WORK BY STATE/CONSULTANT/APPLICANT	
SIGNALS	$ 55		SIGNALS (✓)	✓	PRELIMINARY ENGINEERING (S,C,A)	S
ILLUMINATION	$		ILLUMINATION (✓)	–	CONSTRUCTION ENGINEERING (S,C,A)	S
TEMPORARY PROTECTION	$				RIGHT OF WAY DESCRIPTIONS (S,C,A)	N/A
	$		ENVIRONMENTAL CLASS (1,2,3)	2	RIGHT OF WAY ACQUISITIONS (S,C,A)	N/A
40% ENGINEERING & CONTINGENCIES	$ 10		DESIGN CATEGORY (1-7)	7	CONSTRUCTION BY	
TOTAL CONSTRUCTION		$ 65	WORK TYPE (1-12)	9	☒ CONTRACT ☐ STATE FORCE ☐ CITY FORCE ☐ COUNTY FORCE	☐ OTHER
TOTAL ESTIMATE		$ 75				

FINANCING/ PROGRAMMING	RECOMMENDED LETTING DATE (QUARTER/YEAR) 4/ 83	RECOMMENDED FUNDING SOURCE Local	RECOMMENDED PROGRAM YEAR 83

RECOMMENDED PROGRAM REVISIONS

☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $
☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $

ITEM	EXISTING	PROPOSED
TRAVEL LANES (#)	4	N/A
STRUCTURES (#)	0	0
SIGNALS (#)	3	3
BIKE PATH (Y/N)	N	N
AVERAGE DAILY TRAFFIC	19,800	
YEAR OF AVERAGE DAILY TRAFFIC	1981	

DEFINE THE PROBLEM

Existing signals are worn out and are obsolete.

PROPOSED SOLUTION

Replace with modern timed 2 phase signals on mast arms.

REQUESTED, REGION ENGINEER X Wilson	DATE 1-25-83			
APPROVED, ASST. HWY. ENG. FOR OPERATIONS X	DATE			
APPROVED, ASST. HWY. ENG. FOR ADMINISTRATION X	DATE	TRANSP. COMM. APPROVAL DATE	PROGRAM YEAR	FUNDING

734-1911 (7-82)

GENERAL INSTRUCTIONS

Use this Project Request form for all projects to be added to the Highway Improvement Program or to request significant changes to a project already in the program.

Submit one copy to Program Management.

Program Management will:

1. Circulate the request through the appropriate offices.
2. Confirm financing availability.
3. Forward the request through the Administration for approval.
4. Advise involved Region and Section Engineers of approval or denial of request.
5. Maintain the project file and advise when the remainder of the Project Prospectus should be submitted to initiate the project to meet the approved program year.

SPECIAL INSTRUCTIONS

The **KEY ID #** will be filled in by Program Management upon project approval.

SECTION, REGION, STATE HIGHWAY #, MILEPOST, LENGTH, CITY and **COUNTY** are self-explanatory. **URBAN/RURAL** refers to the project locale. Is it more urban- or rural-like? Put the local name for the facility, if any, in the **ROAD/STREET** space. **ROUTE #** refers to the tourist route(s). If more than one, list in this order: Interstate, US, State, County, Forest. The **FEDERAL AID #** is the federal route number which is found on straightline charts, urban area maps, etc. preceded by FAU, FAP, FAS or FAI, whichever is appropriate. If this is not a state project, show the requesting party or jurisdiction in the **APPLICANT** space.

COST ESTIMATES — These estimates should be windshield or reconnaissance type planning estimates. Use 40% for **ENGINEERING AND CONTINGENCIES.**

PROJECT DATA — Check each of the items that will be included in the requested project. Fill in the anticipated **ENVIRONMENTAL CLASS,** the **DESIGN CATEGORY** and the **WORK TYPE.**

RIGHT OF WAY — Fill in the estimated numbers of **FILES, ACRES** and **RELOCATIONS** that may be required.

WORK BY and **CONSTRUCTION BY** are self-explanatory.

FINANCING/PROGRAMMING — Show the **RECOMMENDED FUNDING** source and **RECOMMENDED PROGRAM YEAR.** Identify the **SECTION(S)** to be **POSTPONED** or **CANCELLED** if necessary to obtain funds.

EXISTING & PROPOSED Items — Show the number of existing and proposed **TRAVEL LANES, STRUCTURES** and **SIGNALS**, whether or not **BIKE PATHS** are existing or proposed and the present **AVERAGE DAILY TRAFFIC** (ADT) and the Projected ADT.

DEFINE THE PROBLEM — Describe in detail the facility and its history. Information should be given other than that now available in regular statistical publications. Particularly express local feelings and region knowledge needs, trends, access problems, or reference to possible congestion, etc.

PROPOSED SOLUTION — Describe solution in terms of major or minor; i.e., realignment, lane widening, shoulders, right-of-way, pavement, etc. Exact dimensions are not required.

PROJECT PROSPECTUS
PART 1 — PROJECT REQUEST (Cont.)

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION
6th St. @ "G" St. (Grants Pass) Traffic Signal Revision

REGION
3

PROJECT JUSTIFICATION

Existing signals are worn out and obsolete. Project to be funded by city.

ADMINISTRATION RECOMMENDATION

INSTRUCTIONS

PROJECT JUSTIFICATION

Narration in this portion should answer who and why. This may be an old recognized problem, but what recent particulars call for submitting the project at this time? Is the project a direct result of other agreements? Information is required as to why this proposal is more important than others in the region and how it rates priority-wise with other project needs.

ADMINISTRATION RECOMMENDATION will be completed in Salem.

PROJECT PROSPECTUS

PART 2 - PROJECT DETAILS

NOTE: ATTACH DESCRIPTION AND SKETCH MAP

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION: 6th St. @ "G" St. (Grants Pass) Traffic Signal Revision

REGION: 3

ENTER: S—STATE C—CONSULTANT A—APPLICANT E—EXISTING N—NO

						PERMITS AND DOCUMENTS			
A—95	N	SIGNS (PERMANENT)	S	STORM SEWER	N	AIRPORT CLEARANCE	N	WETLANDS	N
CITIZEN'S ADVISORY COMM.	N	STRIPING (PERMANENT)	S	LANDSCAPING	│	CONDITIONAL USE	│	SENSITIVE LAND	│
PHOTOGRAMMETRY	N	PROJECT SIGNING	S	IRRIGATION	│	FLOOD PLAIN	│	CULTURAL RESOURCE	│
RECONNAISSANCE SURVEY	N	DETOUR	N	BORROW SOURCE	│	CORPS OF ENGINEERS	│	DEQ INDIRECT SOURCE	│
PUBLIC HEARING	N	ILLUMINATION	S	MATERIAL SOURCE	│	COAST GUARD	│	DEQ NON-POINT SOURCE WATER	│
FIELD SURVEY	S	RR CROSSING	N	DISPOSAL SITE	N	STATE LANDS	│	SECTION 106	│
VICINITY MAP	S	RR PROTECTION	│	LOCAL AGREEMENT	S	GEOLOGY AND MINERALS	│	NOISE STUDY	│
SOILS INVESTIGATION	N	RR SEPARATION	│	NAVIGABLE STREAM	N	BUILDING	N	SECTION 4(F)	N
HYDRAULIC STUDY	N	RR ENCROACHMENT	│	▨		SIGNALS	S	OLD (#) 3	NEW (#) 3

RIGHT-OF-WAY

ACQUISITIONS		RELOCATIONS	
SIMPLE (#)	COMPLEX (#)	BUSINESS (#)	RESIDENTIAL (#)
0	0	0	0

RIGHT-OF-WAY LIAISON	N	EASEMENTS (#)	0	ACCESS CONTROL (Y/N)	N

UTILITIES: S (LIST BELOW)

COMPANIES

Water	City of Grants Pass
Phone	PNB
Power	PP&L
Sewer	City of Grants Pass

DESIGN SPEED

DESIGN STANDARDS

TYPICAL SECTION

BIKE PATH	SIDE-WALK	CURB TYPE	PARKING	SHOULDER	LANE 3	LANE 2	LANE 1	MEDIAN	LANE 1	LANE 2	LANE 3	SHOULDER	PARKING	CURB TYPE	SIDE-WALK	BIKE PATH

EXISTING

								×								

PROPOSED

SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING	ITEM	NEW WORK	OVER EXISTING
N/A					

STRUCTURE DATA

STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST	STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST
BRIDGE 1	N/A			BRIDGE 5			
BRIDGE 2				BRIDGE 6			
BRIDGE 3				BRIDGE 7			
BRIDGE 4				BRIDGE 8			

734-1912 (7-82)

GENERAL INSTRUCTIONS

The Project Details sheet is Part 2 of the Project Prospectus. It should be completed and submitted with the Survey Authority (Part 4) to Program Management for combining with the Project Environmental Classification (Part 3). This will normally be done upon notice from Program Management after the Project Request has been approved. A copy of the approved Project Request should be attached if available.

SPECIAL INSTRUCTIONS

Attach a sketch map showing the location of the project and a description of the project including such items as channelizations, frontage roads, possible alternatives and unusual features.

Fill in the **KEY ID #** (if known), the **SECTION** (use the title as shown on the Project Request) and the **REGION**.

For each of the items in the next section fill in the appropriate letter to show who will be responsible for the work, if it already has been done or if it is not needed. Do the same for the **SIGNALS** and **UTILITIES**, but also show the number of existing and proposed signals and list the Utility **COMPANIES** that may be involved.

RIGHT OF WAY

Fill in the estimated number of **ACQUISITIONS, RELOCATIONS** and **EASEMENTS**. Also indicate who will be responsible for **RIGHT-OF-WAY LIAISON** and if **ACCESS** will be controlled.

DESIGN SPEED and **DESIGN STANDARDS** are self-explanatory.

TYPICAL SECTION

Fill in the width for each item contained in the existing facility and the proposed project. Enter 0 for those items not contained. If curbs are included show the standard type, enter 0 if no curbs. If the typical section cannot be shown clearly on this form include an explanation or drawn section in the project description.

SUGGESTED BASE DESIGN should be filled in with data obtained from the Surfacing Design Unit.

Under **STRUCTURE DATA** the cost estimates should be obtained from Bridge Design.

PROJECT ROSPECTUS
PART 3 — PROJECT VIRONMENTAL CLASSIFICATION

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION
6th St. @ "G" St. (Grants Pass) Traffic Signal Revisioj

REGION
3

ESTIMATED RIGHT-OF-WAY IMPACTS

None, no R/W required.

ESTIMATED IMPACT ON LAND USE, INCLUDING CONSISTENCY WITH COMPREHENSIVE PLAN

None

ESTIMATED IMPACT ON TRAFFIC VOLUMES, FLOW PATTERNS AND SAFETY

No changes anticipated. Project will replace worn out, obsolete signals.

ESTIMATED IMPACT ON RIVERS, STREAMS, WETLANDS, THREATENED OR ENDANGERED SPECIES OR OTHER NATURAL ECOLOGICAL RESOURCES

None

ESTIMATED IMPACT ON PARKS, HISTORIC PROPERTIES OR OTHER CULTURAL OR SCENIC RESOURCES

None

PRELIMINARY IDENTIFICATION OF AREAS OF CRITICAL CONCERN AND CONTROVERSIAL ISSUES

None

RECOMMENDED PROJECT CLASSIFICATION

☐ CLASS 1 (DRAFT & FINAL ENVIRONMENTAL IMPACT STATEMENT)

☒ CLASS 2 (CATEGORICAL EXCLUSION)

☐ CLASS 3 (ENVIRONMENTAL ASSESSMENT)

OTHER DOCUMENTATION

PREPARED BY	TELEPHONE NUMBER	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE
X David L. Wright	476-8801	

734-1913 (7-82)

GENERAL INSTRUCTIONS

After a project has been approved for inclusion in the Highway Improvement Program, the Project Environment Classification part of the Project Prospectus should be completed and submitted to the Environmental Section. The Environmental Section will review the classification, obtain FHWA approval and send a copy of the form to Program Management for combining with the other parts of the Prospectus.

SPECIAL INSTRUCTIONS

If right of way or easements will not be needed for the project it will not be necessary to complete the Environmental Classification. The project will automatically be classified under the Statewide Categorical Exclusion.

If right of way or easements will be needed for the project, the entire form must be completed and the recommended classification and other documentation shown.

OREGON DEPARTMENT OF TRANSPORTATION

PROJECT PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

KEY ID#

SECTION 6th St. @ "G" St. (Grants Pass) Traffic Signal Revision

REGION 3

SURVEY AUTHORITY

AUTHORIZATION NO. 1

PREFIX

DATE 1-24-83

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$ 2000	$	915 AUDITS	$	$	933 SURFACE DESIGN	$	$
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT			918 LOCATION			935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC	500	
905 FINAL DESIGN			920 PROGRAM MANAGEMENT			937 HYDRAULICS		
906 BRIDGE DESIGN			921 SPECIFICATIONS			938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES			949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION			950 TRAINING		
910 REGION GEOLOGIST			924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION			925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON			927 FREE BRIDGE DESIGN					
914 REGION UTILITY LIAISON	300		932 RAILROAD & UTILITIES					

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER

TOTALS	$ 10,000	$
PREVIOUS AUTHORIZATION		$
ADD. AUTH. REQUIRED		$

LOCATION ENGINEER'S REMARKS

This survey authority is to prepare plans, specs and estimates for a 2 phase, timed traffic signal installation. All funding to be by applicant.

PREPARED BY Roger E Politz	DATE 1-24-83	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE
RECOMMENDED, REGION ENGINEER X J. K. Wilson	DATE 1-25-83	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE	

GENERAL INSTRUCTIONS

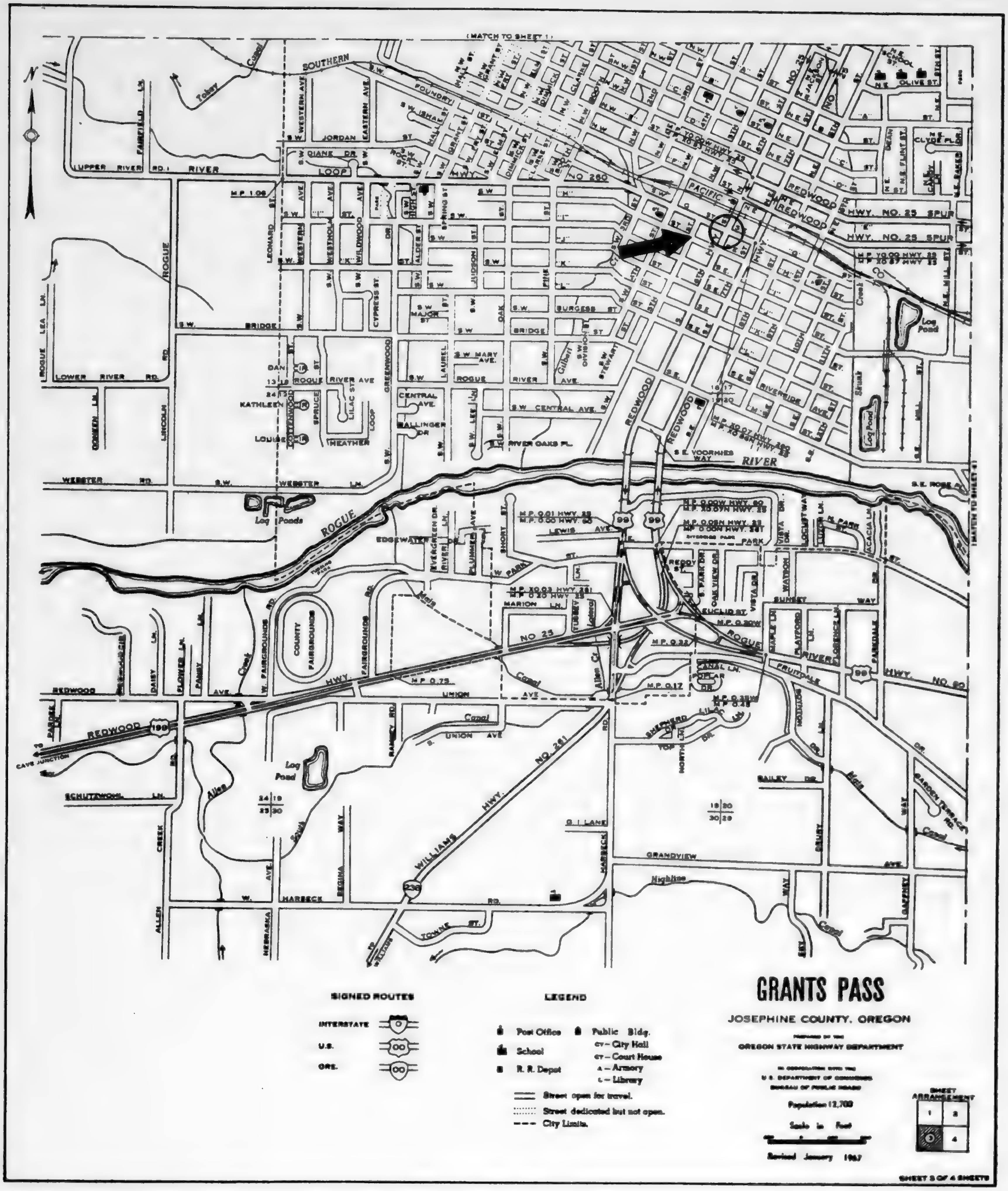
The Survey Authority is Part 4 of the Project Prospectus. It shows the funds approved for the project development work. It is also used to revise the authorized funds, if necessary. It is to be submitted to Program Management along with the Project Details part of the Project Prospectus for the initiation of the project development work.

SPECIAL INSTRUCTIONS

The **PREFIX** will be entered in Salem for the first authorization.

Enter the **ESTIMATED COST** for each of the functions your office is responsible for. Region responsibilities are functions 901, 902, 903, 910, 913, 914, 926, 936, 938, 950, 955 and 980 (unshaded boxes). The Location Office will collect the estimates from the other Salem offices, fill in the **CURRENT AUTHORIZATION** column and **TOTALS.**

The **RIGHT OF WAY PREFIX** , **FEDERAL AID PROJECT NUMBER** and the **LOCATION ENGINEER'S REMARKS** will also be completed in Salem. In the signature block place the preparer's name and the Region Engineer's signature.


(MATCH TO SHEET 1)
(MATCH TO SHEET 4)
N
SOUTHERN
PACIFIC
ROGUE
RIVER
Log Ponds
Log Pond
COUNTY FAIRGROUNDS
REDWOOD HWY
HWY. NO. 25 SPUR
NO 25
NO 260
WILLIAMS HWY. NO 261
LOWER RIVER RD.
UPPER RIVER RD.
WEBSTER RD.
SCHUTZWOHL LN.
W. HARBECK RD.
GRANDVIEW AVE
ROGUE RIVER HWY.
FRUITDALE DR.
CAVE JUNCTION
Canal
SIGNED ROUTES
INTERSTATE
U.S.
ORE.
LEGEND
Post Office
School
R. R. Depot
Public Bldg.
CY – City Hall
CT – Court House
A – Armory
L – Library
Street open for travel.
Street dedicated but not open.
City Limits.
SHEET ARRANGEMENT
1
2
3
4
SHEET 3 OF 4 SHEETS

GRANTS PASS

JOSEPHINE COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 12,700

Scale in Feet

Revised January 1967

PROJECT PROSPECTUS
PART 1 - PROJECT REQUEST

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION: 7th St. @ "G" St. (Grants Pass) Traffic Signal Rev.

REGION: 3

STATE HIGHWAY # 25	HIGHWAY NAME Redwood	MILE POST FROM X0.86 TO	LENGTH N/A
☒ URBAN ☐ RURAL	CITY Grants Pass	COUNTY Josephine	ROAD/STREET NAME 7th Street
ROUTE # 99	FEDERAL AID # FAP #17	APPLICANT (IF OTHER THAN STATE) City of Grants Pass	

COST ESTIMATES (000's)			PROJECT DATA			RIGHT OF WAY	
PRELIMINARY ENGINEERING		$ 10	GRADING	(✓)		FILES (#)	0
RIGHT OF WAY		$	PAVING	(✓)		ACRES (#)	0
ROADWAY	$		STRUCTURES	(✓)		RELOCATIONS (#)	0
STRUCTURES	$		SIGNING	(✓)	✓	**WORK BY STATE/CONSULTANT/APPLICANT**	
SIGNALS	$ 55		SIGNALS	(✓)	✓	PRELIMINARY ENGINEERING (S,C,A)	S
ILLUMINATION	$		ILLUMINATION	(✓)		CONSTRUCTION ENGINEERING (S,C,A)	S
TEMPORARY PROTECTION	$					RIGHT OF WAY DESCRIPTIONS (S,C,A)	N/A
	$		ENVIRONMENTAL CLASS	(1,2,3)	2	RIGHT OF WAY ACQUISITIONS (S,C,A)	N/A
40% ENGINEERING & CONTINGENCIES	$ 10		DESIGN CATEGORY	(1-7)	7	**CONSTRUCTION BY**	
TOTAL CONSTRUCTION		$ 65	WORK TYPE	(1-12)	9	☒ CONTRACT ☐ STATE FORCE ☐ CITY FORCE ☐ COUNTY FORCE	☐ OTHER
TOTAL ESTIMATE		$ 75					

FINANCING/ PROGRAMMING	RECOMMENDED LETTING DATE (QUARTER/YEAR) 4/83	RECOMMENDED FUNDING SOURCE Local	RECOMMENDED PROGRAM YEAR 83

RECOMMENDED PROGRAM REVISIONS

☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $
☐ POSTPONE ☐ CANCEL	SECTION	FUNDS	CUR. YR.	ESTIMATE (000's) $

ITEM	EXISTING	PROPOSED
TRAVEL LANES (#)	3	3
STRUCTURES (#)	0	0
SIGNALS (#)	3	3
BIKE PATH (Y/N)	N	N
AVERAGE DAILY TRAFFIC	17,200	
YEAR OF AVERAGE DAILY TRAFFIC	1981	

DEFINE THE PROBLEM

Existing signals are worn out and are obsolete.

PROPOSED SOLUTION

Replace with modern timed 2 phase signals on mast arms.

REQUESTED, REGION ENGINEER X J. K. Wilson	DATE 1-25-83			
APPROVED, ASST. HWY. ENG. FOR OPERATIONS X	DATE			
APPROVED, ASST. HWY. ENG. FOR ADMINISTRATION X	DATE	TRANSP. COMM. APPROVAL DATE	PROGRAM YEAR	FUNDING

734-1911 (7-82)

GENERAL INSTRUCTIONS

Use this Project Request form for all projects to be added to the Highway Improvement Program or to request significant changes to a project already in the program.

Submit one copy to Program Management.

Program Management will:

1. Circulate the request through the appropriate offices.
2. Confirm financing availability.
3. Forward the request through the Administration for approval.
4. Advise involved Region and Section Engineers of approval or denial of request.
5. Maintain the project file and advise when the remainder of the Project Prospectus should be submitted to initiate the project to meet the approved program year.

SPECIAL INSTRUCTIONS

The **KEY ID #** will be filled in by Program Management upon project approval.

SECTION, REGION, STATE HIGHWAY #, MILEPOST, LENGTH, CITY and **COUNTY** are self-explanatory. **URBAN/RURAL** refers to the project locale. Is it more urban- or rural-like? Put the local name for the facility, if any, in the **ROAD/STREET** space. **ROUTE #** refers to the tourist route(s). If more than one, list in this order: Interstate, US, State, County, Forest. The **FEDERAL AID #** is the federal route number which is found on straightline charts, urban area maps, etc. preceded by FAU, FAP, FAS or FAI, whichever is appropriate. If this is not a state project, show the requesting party or jurisdiction in the **APPLICANT** space.

COST ESTIMATES — These estimates should be windshield or reconnaissance type planning estimates. Use 40% for **ENGINEERING AND CONTINGENCIES.**

PROJECT DATA — Check each of the items that will be included in the requested project. Fill in the anticipated **ENVIRONMENTAL CLASS,** the **DESIGN CATEGORY** and the **WORK TYPE.**

RIGHT OF WAY — Fill in the estimated numbers of **FILES, ACRES** and **RELOCATIONS** that may be required.

WORK BY and **CONSTRUCTION BY** are self-explanatory.

FINANCING/PROGRAMMING — Show the **RECOMMENDED FUNDING** source and **RECOMMENDED PROGRAM YEAR.** Identify the **SECTION(S)** to be **POSTPONED** or **CANCELLED** if necessary to obtain funds.

EXISTING & **PROPOSED** Items — Show the number of existing and proposed **TRAVEL LANES, STRUCTURES** and **SIGNALS**, whether or not **BIKE PATHS** are existing or proposed and the present **AVERAGE DAILY TRAFFIC** (ADT) and the Projected ADT.

DEFINE THE PROBLEM — Describe in detail the facility and its history. Information should be given other than that now available in regular statistical publications. Particularly express local feelings and region knowledge needs, trends, access problems, or reference to possible congestion, etc.

PROPOSED SOLUTION — Describe solution in terms of major or minor; i.e., realignment, lane widening, shoulders, right-of-way, pavement, etc. Exact dimensions are not required.

OREGON DEPARTMENT OF TRANSPORTATION

PROJECT PROSPECTUS
PART 1 — PROJECT REQUEST (Cont.)

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION 7th St. @ "G" St. (Grants Pass) Traffic Signal Rev.	REGION 3

PROJECT JUSTIFICATION

Existing signals are worn out and obsolete.

Project to be funded by city.

ADMINISTRATION RECOMMENDATION

INSTRUCTIONS

PROJECT JUSTIFICATION

Narration in this portion should answer who and why. This may be an old recognized problem, but what recent particulars call for submitting the project at this time? Is the project a direct result of other agreements? Information is required as to why this proposal is more important than others in the region and how it rates priority-wise with other project needs.

ADMINISTRATION RECOMMENDATION will be completed in Salem.

OREGON DEPARTMENT OF TRANSPORTATION

PROJECT PROSPECTUS

PART 2 PROJECT DETAILS

NOTE: ATTACH DESCRIPTION AND SKETCH MAP

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION: 7th St. @ "G" St. (Grants Pass) Traffic Signal Revision

REGION: 3

ENTER: S—STATE C—CONSULTANT A—APPLICANT
E—EXISTING N—NO

						PERMITS AND DOCUMENTS			
A—95	N	SIGNS (PERMANENT)	S	STORM SEWER	N	AIRPORT CLEARANCE	N	WETLANDS	N
CITIZEN'S ADVISORY COMM.		STRIPING (PERMANENT)	S	LANDSCAPING		CONDITIONAL USE		SENSITIVE LAND	
PHOTOGRAMMETRY		PROJECT SIGNING	S	IRRIGATION		FLOOD PLAIN		CULTURAL RESOURCE	
RECONNAISSANCE SURVEY		DETOUR	N	BORROW SOURCE		CORPS OF ENGINEERS		DEQ INDIRECT SOURCE	
PUBLIC HEARING	N	ILLUMINATION	S	MATERIAL SOURCE		COAST GUARD		DEQ NON-POINT SOURCE WATER	
FIELD SURVEY	S	RR CROSSING	N	DISPOSAL SITE	N	STATE LANDS		SECTION 106	
VICINITY MAP	S	RR PROTECTION		LOCAL AGREEMENT	S	GEOLOGY AND MINERALS		NOISE STUDY	
SOILS INVESTIGATION	N	RR SEPARATION		NAVIGABLE STREAM	N	BUILDING	N	SECTION 4(F)	N
HYDRAULIC STUDY	N	RR ENCROACHMENT	N	▨		SIGNALS	S	OLD (#) 3	NEW (#) 3

UTILITIES: S (LIST BELOW)

COMPANIES
Power - PP&L
Water - City of Grants Pass
Sewer - City of Grants Pass
Telephone - PNB

RIGHT-OF-WAY

ACQUISITIONS		RELOCATIONS	
SIMPLE (#)	COMPLEX (#)	BUSINESS (#)	RESIDENTIAL (#)
0	0	0	0

RIGHT-OF-WAY LIAISON	N	EASEMENTS (#)	0	ACCESS CONTROL (Y/N)	N

DESIGN SPEED

DESIGN STANDARDS

TYPICAL SECTION

BIKE PATH	SIDE-WALK	CURB TYPE	PARKING	SHOULDER	LANE 3	LANE 2	LANE 1	MEDIAN	LANE 1	LANE 2	LANE 3	SHOULDER	PARKING	CURB TYPE	SIDE-WALK	BIKE PATH
EXISTING																

PROPOSED

SUGGESTED BASE DESIGN

ITEM	NEW WORK	OVER EXISTING	ITEM	NEW WORK	OVER EXISTING
N/A					

STRUCTURE DATA

STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST	STRUCTURE	LENGTH (FT.)	WIDTH (FT.)	COST
BRIDGE 1	N/A			BRIDGE 5			
BRIDGE 2				BRIDGE 6			
BRIDGE 3				BRIDGE 7			
BRIDGE 4				BRIDGE 8			

GENERAL INSTRUCTIONS

The Project Details sheet is Part 2 of the Project Prospectus. It should be completed and submitted with the Survey Authority (Part 4) to Program Management for combining with the Project Environmental Classification (Part 3). This will normally be done upon notice from Program Management after the Project Request has been approved. A copy of the approved Project Request should be attached if available.

SPECIAL INSTRUCTIONS

Attach a sketch map showing the location of the project and a description of the project including such items as channelizations, frontage roads, possible alternatives and unusual features.

Fill in the **KEY ID #** (if known), the **SECTION** (use the title as shown on the Project Request) and the **REGION**.

For each of the items in the next section fill in the appropriate letter to show who will be responsible for the work, if it already has been done or if it is not needed. Do the same for the **SIGNALS** and **UTILITIES**, but also show the number of existing and proposed signals and list the Utility **COMPANIES** that may be involved.

RIGHT OF WAY

Fill in the estimated number of **ACQUISITIONS, RELOCATIONS** and **EASEMENTS**. Also indicate who will be responsible for **RIGHT-OF-WAY LIAISON** and if **ACCESS** will be controlled.

DESIGN SPEED and **DESIGN STANDARDS** are self-explanatory.

TYPICAL SECTION

Fill in the width for each item contained in the existing facility and the proposed project. Enter 0 for those items not contained. If curbs are included show the standard type, enter 0 if no curbs. If the typical section cannot be shown clearly on this form include an explanation or drawn section in the project description.

SUGGESTED BASE DESIGN should be filled in with data obtained from the Surfacing Design Unit.

Under **STRUCTURE DATA** the cost estimates should be obtained from Bridge Design.

OREGON DEPARTMENT OF TRANSPORTATION

PROJECT ROSPECTUS

PART 3 — PROJECT L VIRONMENTAL CLASSIFICATION

SEE INSTRUCTIONS ON REVERSE

KEY ID #

SECTION
7th St. @ "G" St. (Grants Pass) Traffic Signal Revision

REGION
3

ESTIMATED RIGHT-OF-WAY IMPACTS

None, no additional R/W required.

ESTIMATED IMPACT ON LAND USE, INCLUDING CONSISTENCY WITH COMPREHENSIVE PLAN

None

ESTIMATED IMPACT ON TRAFFIC VOLUMES, FLOW PATTERNS AND SAFETY

No changes anticipated. Project is replacement for worn out, obsolete signals.

ESTIMATED IMPACT ON RIVERS, STREAMS, WETLANDS, THREATENED OR ENDANGERED SPECIES OR OTHER NATURAL ECOLOGICAL RESOURCES

None

ESTIMATED IMPACT ON PARKS, HISTORIC PROPERTIES OR OTHER CULTURAL OR SCENIC RESOURCES

None

PRELIMINARY IDENTIFICATION OF AREAS OF CRITICAL CONCERN AND CONTROVERSIAL ISSUES

None

RECOMMENDED PROJECT CLASSIFICATION

☐ CLASS 1 (DRAFT & FINAL ENVIRONMENTAL IMPACT STATEMENT)

☒ CLASS 2 (CATEGORICAL EXCLUSION)

☐ CLASS 3 (ENVIRONMENTAL ASSESSMENT)

OTHER DOCUMENTATION

PREPARED BY	TELEPHONE NUMBER	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE
X David L. Wright	476-8801	

734-1913 (7-82)

GENERAL INSTRUCTIONS

After a project has been approved for inclusion in the Highway Improvement Program, the Project Environment Classification part of the Project Prospectus should be completed and submitted to the Environmental Section. The Environmental Section will review the classification, obtain FHWA approval and send a copy of the form to Program Management for combining with the other parts of the Prospectus.

SPECIAL INSTRUCTIONS

If right of way or easements will not be needed for the project it will not be necessary to complete the Environmental Classification. The project will automatically be classified under the Statewide Categorical Exclusion.

If right of way or easements will be needed for the project, the entire form must be completed and the recommended classification and other documentation shown.

PROJECT PROSPECTUS
PART 4 — SURVEY AUTHORITY

SEE INSTRUCTIONS ON REVERSE

SECTION	KEY ID#
	REGION 3

SURVEY AUTHORITY	AUTHORIZATION NO.	PREFIX	DATE
	1		1-24-83

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$2,000	$	915 AUDITS	$	$	933 SURFACE DESIGN	$	$
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT			918 LOCATION			935 SOILS		
904 CONSULTANT			919 ENGINEERING GRAPHICS			936 REGION TRAFFIC	500	
905 FINAL DESIGN			920 PROGRAM MANAGEMENT			937 HYDRAULICS		
906 BRIDGE DESIGN			921 SPECIFICA-TIONS			938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES			949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION			950 TRAINING		
910 REGION GEOLOGIST			924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION			925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION			980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON			927 FREE BRIDGE DESIGN					
914 REGION UTIL-ITY LIAISON			932 RAILROAD & UTILITIES					

RIGHT-OF-WAY PREFIX	TOTALS $	$
	PREVIOUS AUTHORIZATION	$
FEDERAL AID PROJECT NUMBER	ADD. AUTH. REQUIRED	$

LOCATION ENGINEER'S REMARKS

This survey authorization is for preparation of plans, specs and estimates for a 2-phase timed traffic signal installation.

All funding to be by applicant.

PREPARED BY Roger E. Petit	DATE 1-24-83	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X	DATE
RECOMMENDED, REGION ENGINEER X J. K. Wilson	DATE 1-25-83	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH. SERVICES X	DATE
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE	

GENERAL INSTRUCTIONS

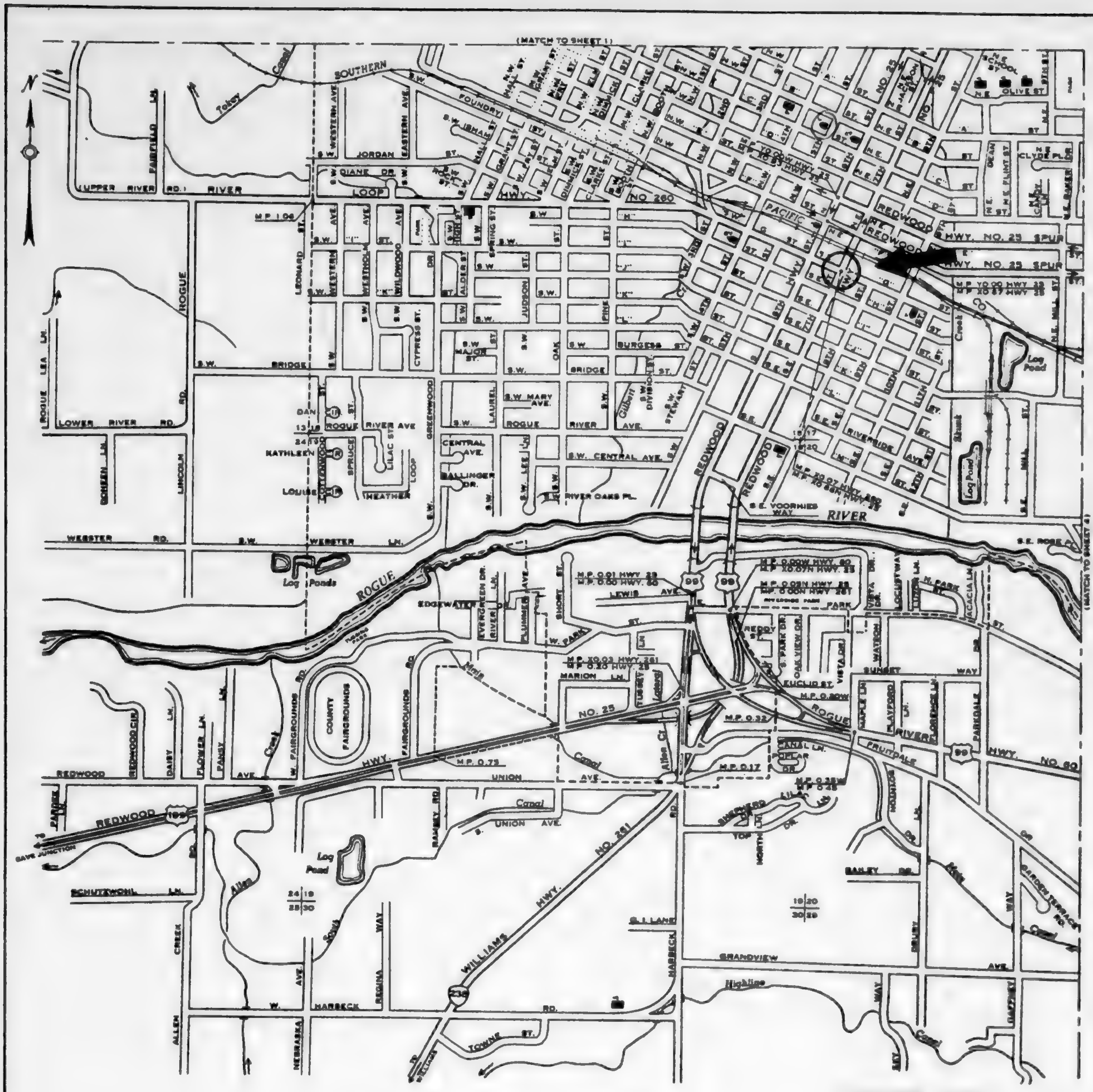
The Survey Authority is Part 4 of the Project Prospectus. It shows the funds approved for the project development work. It is also used to revise the authorized funds, if necessary. It is to be submitted to Program Management along with the Project Details part of the Project Prospectus for the initiation of the project development work.

SPECIAL INSTRUCTIONS

The **PREFIX** will be entered in Salem for the first authorization.

Enter the **ESTIMATED COST** for each of the functions your office is responsible for. Region responsibilities are functions 901, 902, 903, 910, 913, 914, 926, 936, 938, 950, 955 and 980 (unshaded boxes). The Location Office will collect the estimates from the other Salem offices, fill in the **CURRENT AUTHORIZATION** column and **TOTALS.**

The **RIGHT OF WAY PREFIX** , **FEDERAL AID PROJECT NUMBER** and the **LOCATION ENGINEER'S REMARKS** will also be completed in Salem. In the signature block place the preparer's name and the Region Engineer's signature.



(MATCH TO SHEET 1)
(MATCH TO SHEET 4)
N
SOUTHERN PACIFIC
Tokey Canal
UPPER RIVER RD.
RIVER LOOP
HWY. NO. 260
HWY. NO. 25 SPUR
REDWOOD
ROGUE RIVER
LOWER RIVER RD.
S.W. BRIDGE
S.W. WEBSTER LN.
WEBSTER RD.
Log Ponds
S.E. VOORHIES WAY
S.E. ROSE PL.
Log Pond
Shunk Creek
COUNTY FAIRGROUNDS
W. FAIRGROUNDS RD.
FAIRGROUNDS RD.
NO. 25
REDWOOD HWY.
REDWOOD AVE.
UNION AVE.
S. UNION AVE.
ROGUE RIVER HWY. NO. 60
FRUITDALE
WILLIAMS HWY. NO. 261
Allen Creek
SCHUTZWOHL LN.
GRANDVIEW AVE.
Highline Canal
W. HARBECK RD.
TOWNE ST.
TO CAVE JUNCTION
TO MURPHY
M.P. 1.06
M.P. 0.75
M.P. 0.32
M.P. 0.17
ALLEN
NEBRASKA AVE.
REGINA WAY
BAILEY DR.
GARDEN TERRACE RD.

SIGNED ROUTES

INTERSTATE
U.S.
ORE.

LEGEND

- ● Post Office
- ■ School
- ■ R. R. Depot
- ● Public Bldg.
  - CH – City Hall
  - CH – Court House
  - A – Armory
  - L – Library
- ═ Street open for travel.
- ┈ Street dedicated but not open.
- ‒‒ City Limits.

GRANTS PASS

JOSEPHINE COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Population 12,700

Scale in Feet

Revised January 1967

SHEET ARRANGEMENT

1	2
3	4

SHEET 3 OF 4 SHEETS

1984 Columbia R Bridge-SE Powell 9752
Blvd Sec., E Portland Freeway NE
Portland. (Rocky Butte Jail Demolition)

jc cc: OSHD (Rulien)

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 2	COUNTY Multnomah	DIVISION Oregon
DATE OF REPORT 4/24/86	REPORT MADE BY James Klamerus, Highway Engineer Trainee		PROJECT NO. I-205-7(90)312
COMPLETION DATE (Actual) 5/31/84	ACCEPTANCE DATE BY CONRTACT AGENCY January 15, 1986	TIME ELAPSED 72 %	CONTRACT TIME 150 CD

LOCATION

SEE BELOW

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)

A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

COLUMBIA RIVER BIRDGE - S. E. POWELL PLVD.
EAST PORTLAND FREEWAY
Rocky Butte Jail Demnolition

The contract provided for the demolition of the Rocky Butte Jail. The building stone, quarried from Rocky Butte was salvaged and stockpiled for use by the USFS and the State Highway Department in maintaining historic scenic rock from structures along the old Columbia River Highway.

The original authorization was $94,114.77. The final cost is $89,682.46.

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
MAY 05 '86
REFER TO Fredrickson
FOR
Info

cy
5/6

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE James M Klamerus Thomas P Lowe		SIGNATURE G.K Hossner	
TITLE Area Engineer Highway Engineer Trainee	DATE 5/1/86	TITLE Field Operations Engineer	DATE 5/2/86

January 30, 1986

CON 5
#9752

The American Insurance Company
P.O. Box 3825
Portland, OR 97208

Contract No. 9752 awarded to R. A. Hatch Co. for the Rocky Butte Jail Demolition in Multnomah County was completed on January 7, 1986 and accepted by the State Highway Division on January 15, 1986.

Final payment in the amount of $1,000.00 will be released to the contractor after February 5, 1986. The total contract amount is $76,492.46 and no work was performed under force account.

No claims for labor or material have been filed with us against the performance bond on this contract.

Robert W. Gormsen
COMMISSION SERVICES

cgc

cc: R. A. Hatch Co.
P.O. Box 6179
Bend, OR 97708

Corroon & Black of Oregon
P.O. Box 8699
Portland, OR 97207

bc: C. O. Fredrickson
Walt Hart
V. E. Skoog Attn: Frank Griffin
E. L. Hardt

STATE OF OREGON **INTEROFFICE MEMO**

Contract Payments 378-6594 FILE: CON 5

TO: Robert Gormsen
Manager, Commission Services

DATE: January 15, 1986

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract 9752 , On Site Work Substantially Completed May 31, 1984

All Work Completed January 7, 1986

Project Columbia River Br.-SE Powell Blvd.

Highway East Portland Freeway

County Multnomah

Type of Work Rocky Butte Jail Demolition

Contractor R. A. Hatch Co.

WES:BMW:mk

cc: C. O. Fredrickson
B. M. Walton

CPC/FM2

noted RGormsen

1-30-86 - Surety letter written

RECEIVED
JAN 16 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

008

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Columbia River Bridge -- S.E. Powell Blvd.

WEEK ENDING: October 27,1984

SECTION PREFIX: 626-1092

HIGHWAY: East Portland Freeway

COUNTY: Multnomah

NAME OF JOB: Columbia River Bridge--S.E. Powell Blvd.

KIND OF WORK: Rocky Butte Jail Demolition

CONTRACTOR: R. A. Hatch Company

CONTRACT NUMBER: 9752

FEDERAL AID PROJECT NUMBER: I-205-7(90)312

DATE OF CONTRACT: February 1, 1984

DATE WORK STARTED: February 25, 1984

ESTIMATED COMPLETION DATE: May 31, 1984

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN 0 SUPERVISION 0

SPECIFIED WORK DAYS:

SPECIFIED CALENDAR DAYS: 150

WORK DAYS USED:

CALENDAR DAYS USED: 108

PROJECT AUTHORIZATION: $ 94,114.99

SPECIFIED COMPLETION DATE: May 31, 1984

PERCENT OF TIME ELAPSED: 72

EXCLUSIVE OF ENGINEERING: $ 85,895.34

ENGINEERING AUTHORIZATION: $ 8,219.65

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 94

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 78,765.00

ENGINEERING COST TO DATE: $ 13,190.00

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 86

ESTIMATED PERCENT: OVERRUN UNDERRUN 8 %

PERCENT OF AUTHORIZATION: 160 %

DATE PROJECT WAS COMPLETED: May 31, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD.		

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT					
MILES PARTIALLY COMPLETED					
MILES COMPLETED					
TOTAL ESTIMATED QUANTITIES (CONTRACT)					
TOTAL QUANTITIES CORRECTED TO DATE					
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE					
AVERAGE DAILY QUANTITIES					
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME					
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

	WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY				
MONDAY				
TUESDAY				
WEDNESDAY				
THURSDAY				
FRIDAY				
SATURDAY				

CT F CAE RECEIVED LS TC
COE OM SA CC
CA OCT 2[illegible] 1984 FE
CA'I MA
CP CONSTRUCTION QCS
EFO SECTION FILE

GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK

SUNDAY	
MONDAY	
TUESDAY	
WEDNESDAY	
THURSDAY	
FRIDAY	
SATURDAY	

REMARKS

Project substanitally completed May 31, 1984 - date of Second Notification.
Expect Third Notification about December 1985.

Semi-Final is to be sent Monday, October 29, 1984.

SIGNED ____________ LOCATION ____________

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED. SUBMIT 3 COPIES

SP-F216

STATE COPY

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 10-278	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State **Oregon**
MODIFICATION NUMBER 1		County **Multnomah**
		Project Number **I-205-7(90)312**

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on **February 16**, 19**84**, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 92,970	$ 92,970
Federal funds	$ 92,970	$ 85,736

Other revisions

(Note: Additional Federal funds collected - $6,447.30)

This modification is made for the following reasons: **"The project agreement executed 2-16-84 is modified to decrease Federal-aid participation to 92.22 percent in accordance with P.L. 97-424, Section 145."**

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the **1st** day of **October**, 19**84**.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX **For: H.S. Coulter, P.E.**

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

COLUMBIA R BR - POWELL
(BLDG DEMO)
MULTNOMAH CO
626-1092

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

Gen Files

Oregon State Highway Division
Salem, Oregon February 3, 1984

Federal Aid Project No. I-205-7(90)312

Columbia River Br.-S.E. Powell Blvd. (Jail Demo.)
East Portland Freeway
Multnomah County

PROJECT AGREEMENT ESTIMATE

Type Code Y004
Jail Demolition (Sta. 273+00)

Mobilization	All Required		$	5,300.00
Removal of Structures and Obstructions	All Required			67,268.00
"CL-6" Chain Link Fence	1,050 Lin. Ft.	6.43		6,751.50
10'x72" Chain Link Single Gate	1 Each	377.00		377.00
Well Abandonment	1 Each	1,500.00		1,500.00
		Subtotal	$	81,196.50
		Engineering		11,773.50
		Total	$	92,970.00

Length of Project		0.00 miles
Federal Funds (92.22%)	$	85,736.00
State Funds		7,234.00
Total	$	92,970.00

Reimbursement 100% $92,970.00 Public Law 97-424, S145.

Group 1 100%
Contract No. 9752
Prefix: 626-1909
Prefix: 626-1092

DAR:bkb

TMc

STATE COPY OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 2-144 & 145	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Multnomah Project No. I-205-7(90)312

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Jail Demolition

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-5-84	0.00

OTHER *(Specify)*

FUNDS PRO RATA 92.22%

ESTIMATED TOTAL COST OF PROJECT $ 92,970.00	FEDERAL FUNDS $ 85,736.00*

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

*See Additional Provisions On Back

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator [illegible] 1984

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

NONDISCRIMINATION PROVISION

employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The State highway agency also agrees:

(1) To assist and cooperate actively with the Federal Highway Administration and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the Federal Highway Administration and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Federal Highway Administration in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Federal Highway Administration or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the State highway agency agrees that if it fails or refuses to comply with these undertakings, the Federal Highway Administration may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the State highway agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the State highway agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

ADDITIONAL PROVISIONS

"The Federal-Aid participation is increased to 100 percent for reimbursement claims paid on or before September 30, 1984, in accordance with Pub. L. 97-424, Section 145. The additional Federal funds requested total $7,234.00. Claims paid after September 30, 1984, shall be at the regular Federal pro rata share of 92.22 percent."

U.S. GOVERNMENT PRINTING OFFICE: 1977—724-393 3-1
882-236

AGREEMENT PROVISIONS

11. SIGNING AND MARKING. The State highway agency will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 U.S.C. 109(d) or the State's Certificate as applicable.

12. MAINTENANCE. The State highway agency will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement.

13. LIQUIDATED DAMAGES. The State highway agency agrees that on Federal-aid highway construction projects not under Certification Acceptance the provisions of 23 CFR Part 630, Subpart C and Volume 6, Chapter 3, Section 1 of the Federal-Aid Highway Program Manual, as supplemented, relative to the basis of Federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

14. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (APPLICABLE TO CONTRACTS AND SUBCONTRACTS WHICH EXCEED $100,000).

a. The State highway agency stipulates that any facility to be utilized in performance under or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

b. The State highway agency agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

c. The State highway agency stipulates that as a condition of Federal aid pursuant to this agreement it shall notify the Federal Highway Administration of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this agreement is under consideration to be listed on the EPA List of Violating Facilities.

d. The State highway department agrees that it will include or cause to be included in any Federal-aid to highways agreement with a political subdivision of the State which exceeds $100,000 the criteria and requirements in these subparagraphs a. through d.

NONDISCRIMINATION PROVISION

15. The State highway agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway agency setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway agency advising the said labor union or workers' representative of the contractor's commitments under this section II-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of this Section II-2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway agency or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; *Provided, however,* that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State highway agency further agrees that it will be bound by the above equal opportunity clause with respect to its own

9752

STATE COPY

rn cc: OSHD (Mr Coulter)

US Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION ☐ INTERMEDIATE INSPECTION ☒ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

REGION NO.	REPORT NO.	COUNTY	DIVISION
10	1	Multnomah	Oregon

IN COMPANY WITH: Jim McNamee, OSHD

DATE OF INSPECTION	INSPECTION MADE BY	PROJECT NO.
5/10/84	T. P. Lowe, Area Engineer	I-205-7(90)312

QUALITY OF WORK	PROGRESS OF WORK	TIME ELAPSED	WORK COMPLETED
Satisfactory	Satisfactory	60 %	90 %

COLUMBIA RIVER BRIDGE - S.E. POWELL BLVD.
East Portland Freeway
Rocky Butte Jail Demolition

The contract provided for the demolition of the Rocky Butte Jail. The building stone, quarried from Rocky Butte, was salvaged and stockpiled for use by the USFS and the State Highway Department in maintaining historic scenic rock structures along the old Columbia River Highway.

The buildings have been demolished and the salvaged stone stockpiled. Some debris clean-up and shaping of the area remains.

Acceptance of the work is recommended pending completion of the above minor items of work.

RECEIVED
STATE HWY ENGR
MAY 21 '84
REFER TO Fredrickson
FOR
Info Inves R/D D/R Sign Act File

NOTED
W. E. SCHWARTZ

cy
5/22

Form FHWA-1446A (Rev. 2-84) (Supersedes FHWA-1446 dtd 12-73 & FHWA-1446A dtd 12-73 which are not to be used)

U.S. Department
of Transportation

**Federal Highway
Administration**

Memorandum

THE OREGON DIVISION - SALEM

Subject: I-205-7(90)312
I-205-7(8)312
Columbia River-Powell Section
East Portland Freeway
Jail Demolition

Date: January 19, 1984

From: Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

In reviewing the PS&E documents for the current demolition project our attention is drawn to prior agreements on salvage credits (FHWA memo of 10/24/83 responding to Mr. Adams' letter of 10/20/83 and FHWA memo of 12/2/83 responding to Mr. Miller's letter of 11/17/83). The current contract does not reflect salvage credit. Please clarify the status of this issue.

The contract calls for new fence around the salvaged stone storage area. Because of the location we question the need for a fence. If a fence is needed perhaps re-installation of the existing fence would be less costly. It would seem that a significant amount of fence needs to be removed to facilitate demolition work. Perhaps that fence could be modified and/or re-installed. Please review.

G. K. Hossner
for Dale E. Wilken

cc:
OSHD (D Adams)
OSHD (G Potter)
OSHD (J B Boyd)
OSHD (E Hardt)

RECEIVED
STATE HWY ENGR
JAN 20 '84
REFER TO Hunter
FOR

Info	Inves	R/D	D/R	Sign	Act	File
					X	

Orig to

January 16, 1984

TO: D. E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter
Manager, Program Section

SUBJECT: Water Facilities Adjustment
Bureau of Water Works
City of Portland
Columbia River Br.-SE Powell Blvd.
(Jail Demolition)
East Portland Freeway
Multnomah County
Project No. I-205-7(13)300

RECEIVED
TECHNICAL SERVICES

JAN 1[illegible] '84

REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

Here is a copy of an estimate of cost to cut and plug water main facilities serving the Multnomah County Jail dated November 29, 1983, and a sketch showing the proposed work.

A certification prepared by Dick Fleming as to the City's rights in the land occupied by their facilities is in our files.

The conflict was anticipated. The Bureau of Water Works was advised verbally of the conflict as soon as it was known. The relocation agreement will, therefore, consist of verbal notification of conflict, the estimate and sketch submitted herewith and our letter authorizing them to proceed with the work.

An appropriate permit for the utility's proposed relocation will not be required.

The State is not entitled to a credit for expired service life under the provisions of Paragraph 9b (1) (b) of PPM 30-4, as the relocation involves a crossing of the project by the facilities.

There is a betterment derived from the proposed adjustment of the Burueau of Water Work's facilities.

Your approval of the actual cost agreement, as evidenced above, and authorization to proceed with the work under the provisions of PPM 30-4 and 30-4.1 is requested. Estimated cost to the State is $999.74.

JMC/GAP/llr
Enclosure
cc: E. S. Hunter
D. E. Swan
Jack M. Cartwright
Dick Fleming

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. I-205-7(90)312
2. STATE PROJECT NO. See Below
2A. COUNTY NAME Multnomah

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.
5. ITEM NO. 80158

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/5/84
8. FEDERAL ROUTE NUMBER Interstate 205
9. STATE ROUTE NUMBER Primary 64

10. GENERAL LOCATION:
Columbia River Bridge - SE Powell Blvd. (Rocky Butte Jail Demolition)

11. GENERAL DESCRIPTION OF WORK
Building demolition

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ XX CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

13. REMARKS

Mr. Potter's 12/28/83 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $198,795. Regular Federal-aid matching ratio, appropriation code 042 in amount of $183,328 and increased Federal share (P.L. 97-424 Section 145) appropriation code 04N in amount of $15,467.

A signed copy of the Title Sheet is returned herewith.

orig. w/ att. to 1/24

RECEIVED
STATE HWY ENGR
JAN 24 '84
REFER TO
Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE 1/5/84
15. SIGNATURE OF APPROVING OFFICIAL
16. TITLE for Division Administrator

ROW 12

NOTED
H.S. COULTER

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No

December 7, 1983

Gene Zimmerman
District Ranger
31520 S.W. Woodard Road
Troutdale, Oregon 97060

RE: Demolition
Rocky Butte Jail
File 46993
FAP No. I-205-7(76)312
(JAIL)

Dear Mr. Zimmerman:

The Federal Highway Administration has, in the interest of the public, cooperated to allow a more sophisticated demolition of the Rocky Butte Jail.

I understand that our resident engineer has been in contact with your personnel and they are in agreement with the method of salvage. This appears to be an excellent example of cooperation between federal agencies and the State in order to meet each organizations' goals. I appreciate the work that Sarah Ostrand has done, her presentation to me was the motivation behind these successful negotiations. Her booklet and her photo presentation were very helpful. I will be working with her in the near future to write some small agreement specifying how the materials will be utilized.

Thanks again for your cooperation.

Very truly yours,

JB Boyd

J. B. Boyd, PE, PLS
Right of Way Manager

RECEIVED
STATE HWY ENGR
DEC 8 '83
REFER TO
FOR
Info Inves R/D D.R Sign Act File

JBB:jr

cc: Fred Miller
H. S. Coulter
D. E. Wilken
Ed Hardt
Sarah Ostrand

Form 734-3122

9752

F

Memorandum

U.S. Department of Transportation
Federal Highway Administration

THE OREGON DIVISION - SALEM

Subject: Oregon I-205-7(8)312
Columbia River-Powell Blvd Section
East Portland Freeway
Jail Demolition

Date: December 2, 1983

From: Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. Fred Miller, Director
Department of Transportation
Salem, Oregon

I have reviewed your letter of November 17, 1983 and Governor Atiyeh's letter of the same date regarding salvage of the stone at Rocky Butte. Reference is made to our October 24, 1983 memorandum to Mr. Coulter approving estimated salvage credits for several items. Further discussion between our Area Engineer and your Right-of-Way Engineer have resulted in a rough estimate of $50,000 to $70,000 added cost to salvage and strap the rock to pallets.

[illegible]

Based on the intended use by public agencies I agree that it is in the public interest to preserve this material. A salvage credit for the stone will not be required and the cost of salvage on pallets can be included as a participating item in the demolition contract. This assumes storage in the immediate area. The cost of cleaning and transportation must be born by the using agency or project.

Dale E. Wilken
Dale E. Wilken

cc:
OSHD (H S Coulter)
OSHD (J B Boyd)
OSHD (D R Adams)
Hon. Victor Atiyeh, Governor

RECEIVED
STATE HWY ENGR
DEC 6 '83
REFER TO
cy Boyd
FOR

Info	Inves	R/D	D/R	Sign	Act	File
			X		X	

Please send a letter to forest service informing them of implication.

RECEIVED
DOT DIRECTOR
DEC 5 '83
REFER TO
Boyd/Coulter
FOR

Info	Inves	R/D	D/R	Sign	Act	File
			/			

3753

②

OREGON TRANSPORTATION COMMISSION

Delegation Multnomah County Justice Coordinating Council
RE: Delay of Demolition of Rocky Butte Jail

Date November 23, 1983

Time

Name	City or Town	Capacity
✓ ~~Frank L. Bearden~~		
RONALD R. STILL	PORTLAND	COMMITTEE REP

DEPARTMENT NUMBER 11
(503) 248-3803

DISTRICT COURT OF THE STATE OF OREGON
for MULTNOMAH COUNTY
1021 SOUTHWEST FOURTH AVENUE
PORTLAND, OREGON 97204

FRANK L. BEARDEN
PRESIDING JUDGE

November 4, 1983

Fred Miller, Director
Oregon Department of Transportation
135 Transportation Building
Salem, Oregon 97310

Dear Mr. Miller:

On behalf of the subcommittee of the Multnomah County Justice Coordinating Council charged with exploring short-term options to relieve county jail bed demand, I ask your assistance in placing the issue of the potential recommendation of the Justice Coordinating Council that the demolition of Rocky Butte Jail be delayed, on the agenda of the Transportation Commission's meeting of November 23rd.

Our subcommittee will recommend to the Coordinating Council on November 16th that the Council approve the recommendation to request the Transportation Commission to delay the demolition during the time of consideration of space options.

The Justice Coordinating Council will submit a final report to the Board of County Commissioners on December 13, 1983, with specific recommendations for development of correctional facilities and programs to relieve jail crowding. The planning and decision making process should be completed by early February, 1984.

If you would therefore, tentatively schedule the Coordinating Council on your November 23rd agenda, I will notify you on November 17th if the Council will chose to proceed with the recommendation to the Transportation Commission.

I appreciate your assistance in this matter. If I can provide additional information, please call me at 248-3803.

RECEIVED
NOV - 9 1983
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Very truly yours,

FRANK L. BEARDEN
Presiding Judge
District Court

RECEIVED
DOT DIRECTOR
NOV '83
REFER TO
Fb - Pb Grp up time dot
FOR
Sign Act File
X

FLB:cc

11-8-83
cy [illegible] Wilson
OTC
Adm. [illegible]
[illegible]

cc - Coulter
Bell
Ruler
Boyd

RECEIVED
STATE HWY ENGR
DEC 1 '83
REFER TO
FOR
Info | Inves | R/D | D.R | Sign | Act | File

November 17, 1983

copy [illegible]
Orig [illegible]

Dale Wilken
Division Administrator
Federal Highway Administration
Equitable Center, Suite 100
530 Center St. NE
Salem, OR 97301

I write to you in support of the Department of Transportation's request that the Federal Highway Administration participate in a careful salvage of the cut stone from Rocky Butte Jail.

The Department has determined that the stone would be ideal for restoration work along the old scenic Columbia River Highway, and the U.S. Forest Service has a similar interest in the stones for its enhancement projects in the Gorge.

One of my stongest interests as governor is the protection and preservation of the Columbia River Gorge, and the restoration, wherever possible, of those segments of the old scenic highway that have fallen into disrepair over the years. Properly salvaged stones from Rocky Butte Jail would be of enormous benefit in that restoration work.

It is my earnest hope, then, that you will support the Department's efforts in this significant activity, and that you will participate in a more sophisticated salvage of the stones than was originally contemplated.

Sincerely,

Victor Atiyeh
Governor

VA:bb

bc: Fred Miller, Director D.O.T. ✓
Public Affairs Office, D.O.T.

cy Coulter
[illegible]
Hardt

DOT [illegible]
'83

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
H. S. COULTER

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
NOV 18 '83
REFER TO Schwartz
FOR
☒ Info ☐ Inves ☐ R/D ☐ D.R ☐ Sign ☐ Act ☐ File

IN REPLY REFER TO
FILE NO.: PUB 10-1

DATE: November 17, 1983

TO: Dale Wilken, Division Administrator
Federal Highway Administration

FROM: Fred D. Miller *Fred*
Director

SUBJECT: Salvage
Cut Stone
Rocky Butte Jail
File 46993

NOTED
W. E. SCHWARTZ

copies to
City
[illegible]
Dir. R.
Col.
[illegible]

Our Right of Way Section, as you know, has been trying to interest various entities in the salvage of the cut stones in Rocky Butte Jail. Until now, those efforts have been fruitless. But a new proposal has emerged that promises considerable public benefit for all concerned.

U.S. Forest Service representatives have advised us that they would be extremely interested in the stone, if it were properly salvaged, for use in improving trails, trail heads, parking areas and other facilities in the Columbia River Gorge.

In addition, the Highway Division believes the stone would be invaluable--in fact, is perfectly suited--for its restoration activities on the old scenic Columbia River Highway.

Both the Highway Division and the U.S. Forest Service are convinced that the salvaged stone would be of unusual benefit to their programs in the Gorge, and would prove to be extremely cost effective. There is little or no background available that would document the cost, but our separate analyses are conclusive that the cost-benefits exist.

We seek your concurrence, then, in a salvage operation that will conform with Volume 7, Chapter 4, Section 1, 4c, Federal Highway Program Manual. This section of the FHPM indicates that "Property management activities shall be handled in a manner consistent with the public interest and designed to reflect the maximum long range public benefit."

We ask that you approve a demolition contract that causes the ashlar masonry to be salvaged in a manner consistent with its proposed use. The stone will not have to be cleaned, but it will have to be palletized and strapped so that it can be stored and protected for later use in the Gorge by our Department and by the U.S. Forest Service.

The rubble masonry, which is also a valuable asset in the building, would be stored in piles. No additional cost would be involved since such a procedure would have to be followed in any salvage operation.

Naturally, our Department and the U.S. Forest Service would document all of their actions concerning the use of the salvaged stone, and would maintain those records for historical purposes.

We will be pleased to discuss this matter in further detail should you require any information not covered in this memorandum. Meanwhile, Bruce Boyd, manager of our Right of Way Section, is available to answer any specific questions.

JBB:GHB:bb

bc H. S. Coulter ✓
J. B. Boyd
J. H. Versteeg
Walt Hart
Ed Hardt

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

November 15, 1983

Multnomah County Justice Coordinating Council
1021 S.W. Fourth Avenue
Portland, OR 97204

IN REPLY REFER TO
FILE NO.:
CO:

Attention: Frank L. Bearden
Presiding Judge

Gentlemen:

As requested in your letter of November 4 to Fred Miller, we have tentatively scheduled you to appear before the Transportation Commission meeting on Wednesday, November 23.

The meeting will be held in the Large Conference Room (122) of the Transportation Building in Salem. The meeting will begin at 10 a.m., and we ask that you be present at that time. The Chairman will call on your delegation for their brief remarks (which should not exceed 15 minutes) at about 10:30 a.m.

Your letter indicated that the Council may wish to recommend that the Transportation Commission delay the demolition of the Rocky Butte Jail.

Please call my office (378-6526) to confirm your presentation.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

RECEIVED
STATE HWY ENGR
NOV 16 '83
REFER TO
E. Hardt
FOR
Info R/D D.R ✓

Orig. to
11/14

bc: Transportation Commission
Fred Miller
✓ H. S. Coulter
E. S. Hunter
J. B. Boyd
Ed Hardt
George Bell

Attend Comm. mtg. & be prepared to give short report on plans for completing I-205 & effect on Rocky Butte.

731-0188

United States
Department of
Agriculture

Forest
Service

Columbia Gorge RD

31520 SE Woodard Rd.
Troutdale, OR 97060

Reply to 2300

Date November 15, 1983

Mr. Fred Miller
Director of Department of Transportation
135 Transportation Building
Salem, OR 97310

Dear Mr. Miller:

As we all realize the Columbia Gorge has always been a special place especially for people living in the Pacific Northwest. This recreational wonderland welcomes 3.8 million visitors a year. It is estimated that by 1985 4 million will visit the Gorge annually.

Stonework has been an integral addition to the beauty of the Gorge since the building of the Scenic Highway in 1915. The great depression with its WPA "make work" projects carried on this tradition. Still today stonework prevails throughout the Columbia Gorge.

The construction of Interstate 205 dictates the dismantling of Rocky Butte Jail, also a WPA project, this coming spring. If some of the rock could be salvaged from the Rocky Butte facility, it could aid public agencies in carrying out public works projects in the Gorge. There are specific projects already identified and approved by the Columbia Gorge Ranger District in their Capital Investment Plan. These projects are identified for Fiscal Years 1984, '85, and '86. Two of the major projects will take place at Wahkeena Falls and Horsetail Falls immediately adjacent to the historic Scenic Highway.

Because of the growing interest in the preservation of the Columbia Gorge, the opportunity to contribute to the "long-range benefit" to the public is immense through recycling of the rock. It would assure the retention of the primary quality of the stone in the Gorge and enhance the scenic magnificance of the Gorge. The Federal Aid Highway Program Manual addresses the same concern for the "long-range benefit to the public" in Transmittal 74, October 4, 1974, Vol. 7, Chapter 4, Section 1, Paragraph 4C which states "Property management activities shall be handled in a manner consistent with the public interest and designed to reflect the maximum long-range public benefit."

cy Coalition
Board

FRED MILLER

In closing, I would like to encourage you to take this opportunity to assist with acquiring the rock as a source for repair work as well as for new construction in the Columbia Gorge. This act would contribute to the continued effort to enhance the Columbia Gorge as a valuable natural resource to benefit future generations to come. I thank you for any assistance you can give this matter.

Sincerely,

Richard J Pfilf

RICHARD PFILF
Forest Supervisor

cc: Governor Atiyeh
Dale Wilkins
Bruce Boyd

RECEIVED
DOT DIRECTOR
NOV 16 '83
REFER TO
FOR
Info Inves R/D D/R Sign Act File

DISTRICT COURT OF THE STATE OF OREGON
for MULTNOMAH COUNTY
1021 SOUTHWEST FOURTH AVENUE
PORTLAND, OREGON 97204

DEPARTMENT NUMBER 11
(503) 248-3803

FRANK L. BEARDEN
PRESIDING JUDGE

November 4, 1983

Vanden Contract

Fred Miller, Director
Oregon Department of Transportation
135 Transportation Building
Salem, Oregon 97310

Dear Mr. Miller:

On behalf of the subcommittee of the Multnomah County Justice Coordinating Council charged with exploring short-term options to relieve county jail bed demand, I ask your assistance in placing the issue of the potential recommendation of the Justice Coordinating Council that the demolition of Rocky Butte Jail be delayed, on the agenda of the Transportation Commission's meeting of November 23rd.

Our subcommittee will recommend to the Coordinating Council on November 16th that the Council approve the recommendation to request the Transportation Commission to delay the demolition during the time of consideration of space options.

The Justice Coordinating Council will submit a final report to the Board of County Commissioners on December 13, 1983, with specific recommendations for development of correctional facilities and programs to relieve jail crowding. The planning and decision making process should be completed by early February, 1984.

If you would therefore, tentatively schedule the Coordinating Council on your November 23rd agenda, I will notify you on November 17th if the Council will chose to proceed with the recommendation to the Transportation Commission.

I appreciate your assistance in this matter. If I can provide additional information, please call me at 248-3803.

Very truly yours,

FRANK L. BEARDEN
Presiding Judge
District Court

FLB:cc

CC - Coulter
Bill
Emerson - Rulien
Boyd

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4752

U.S. Department of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon I-205-7(-)312
Columbia River-Powell Blvd. Section
East Portland Freeway
Jail Demolition

Date: October 24, 1983

From: Division Administrator

Reply to Attn. of: HFO.6-OR

To: Mr. H. S. Coulter, State Highway Engineer
Salem, Oregon

We have reviewed the salvage credit estimate in Mr. Adams' letter of October 20, 1983 as related to this project. We agree with your proposal.

Previous verbal approval is confirmed.

NOTED
H.S. COULTER

G. K.
for Dale E. Wilken

cc:
OSHD (D R Adams)
OSHD (G Potter)

RECEIVED
STATE HWY ENGR
OCT 25 '83
REFER TO
FOR
Info | Inv | R/D | D R | Sign | Act | File

STATE OF OREGON
1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION

In Reply Refer to
File No
DES 16

October 20, 1983

Dale E. Wilken
Division Administrator
Federal Highway Administration
Equitable Center, Suite 100
530 Center St. NE
Salem, Oregon 97301

RE: Jail Demolition
Columbia River Bridge - Powell Blvd. Section
East Portland Freeway
Multnomah County

It is proposed to salvage several items on the subject project. All are in the immediate jail area. The following is a list of the items, the estimated value, and the location where the items are to be stockpiled:

Wood Poles

125' class 2	2 ea @	$175	=	$350
50' class 2	1 ea @	30	=	30
35' class 4	2 ea @	20	=	40
				$420
Stockpiled @ Sunnyside Maintenance Yard		Haul	=	300
		Total		$720

Flood Lights

400 W HPS	12 ea	$ 50	=	$600
Stockpiled @ Milwaukie Maintenance Yard		Haul	=	120
		Total		$720

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Info	Inves	R/D	D/R	Sign	Act	File

Aluminum Service Cable

350 lbs	@ $ 0.25	=	$ 87
Stockpiled @ Milwaukie Maintenance Yard	Haul	=	105
	Total		192

Ashlar Stones

2,700 cy	@ $ 1.00	=	$2,700
Stockpiled @ Jail Site - 2,700 cy	@ $ 0.18 Haul	=	486

A fenced area is needed to protect this stone.

780'	@ $ 7.50	=	$5,850
Gate 1 ea	@ $300.00	=	300
	Total		$9,336

Security Fence

2,140'	@ $ 5.00	=	$10,700
Stockpiled @ 101st Maintenance Yard			
Haul 2,140	@ $ 0.12	=	257
	Total		$10,957

Interior Security Fence

646'	@ $ 5.00	$ 3,230
Stockpiled @ 101st Maintenance Yard		
Haul 646'	@ $ 0.12	77
	Total	$ 3,307

Gates

18 ea	@ $ 350.00	=	$ 6,300
Stockpiled @ 101st Maintenance Yard			
Haul 18 ea	@ $ 2.00	=	$ 36
	Total		$ 6,336

Chain Link Fence

1,980'	@ $ 2.50	=	$ 4,950
Stockpiled @ 101st Maintenance Yard			
Haul 1,980'	@ $ 0.12	=	$ 238
	Total		$ 5,188

Sound Wall

1,130'	@ $ 6.00	=	$ 6,780
Stockpiled @ Jail Site			
Haul 1,130	@ $ 0.25	=	$ 283
	Total		$ 7,063

Concrete Barrier

1,225'	@ $ 10.00	=	$12,250
Stockpiled @ 101st Maintanance Yard			
Haul 1,225'	@ $ 0.52	=	637
	Total		$12,887
	Grand Total		$56,706

We will initially credit the project with $56,706. The credit to the project will be adjusted when the actual amount is determined.

This proposal was discussed with and verbally approved by Mr. Cliff Christianson of the FHWA, and your approval is requested.

Donald R. Adams, P.E.
Final Design Engineer

DNS:mg

cc: E. S. Hunter
Gary Potter
C. T. Keasey
E. L. Hardt
Steve Macnab

7152

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

Date: September 23, 1983

To: Executive Department
Federal-Aid Coordination Unit

From: Gary A. Potter, Manager
Program Section

Subject: Federal-Aid Funding Application

In compliance with Step 7 of Procedure 13-020-02 of Executive Memorandum 02-270-20, we are submitting one copy of the completed application for Federal-Aid funding of the following:

Item No.	Project No.	Section Name & PNRS No.
80158	I-205-7(90)312	Columbia River Br. S.E. Powell Blvd. (Jail Demolition)

Note: Attached for your reference is a copy of the A-95 review approval letter dated September 29, 1970.

DRH:bkb
Enc.
Dale E. Wilken, FHWA
General Files

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

PRO 6-2

DATE: September 22, 1983

TO: Dale E. Wilken
Division Administrator
Federal Highway Administration

ORIGINAL SIGNED BY
D. E. SWAN

FROM: D. E. Swan
Project Unit Engineer

SUBJECT: Project Data Submission
Item No. 80158
Project No. I-205-7(90)312
Columbia River Br.-S.E. Powell Blvd.
(Jail Demolition) Sec.
East Portland Freeway
Multnomah County

Attached data consists of PR-1 forms with project maps.

It is the Oregon State Highway Division's present intention to receive bids for this project on November 17, 1983 and request Federal-Aid participation of 100 percent for reimbursement claims paid on or before September 30, 1984 in accordance with Public Law 97-424, Section 145.

A-95 review approval letter was previously forwarded.

DRH/cm

Attachments

cc: E.L. Hardt (Metro)
Jon Rose (Metro)
Robin Brooks (Metro)
General Files

[illegible] ROW 12 I-205 N

STATE OF OREGON

INTEROFFICE MEMO

TO: J. H. Versteeg
Road Design Engineer

DATE: August 30, 1983

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

J B Boyd

SUBJECT: Specifications
Rocky Butte Jail
Demolition
File 46993
FAP No. I-205-7(76)312
(JAIL)

ATTENTION: Don Stoudenmeyer
Preliminary Design
Supervisor

Over the last two to three years we have had inquiries from a stone salvager in Salt Lake City, Utah who would like to salvage the stone at Rocky Butte Jail. As I have discussed with you previously, the ashlar masonry at Rocky Butte Jail is the "last of its kind" material. I hope that at least a portion of the stone could be utilized in public buildings or walls in state parks or the Columbia River Highway restoration program. I have discussed this matter with Mr. Ed Hardt and he and I are in general agreement that this should be done. In order to justify the salvage of the stone, I recommend two alternatives be bid:

> Alternate A: All of the ashlar stone from the Jail be roughly segregated and stockpiled on those areas where the old buildings will be demolished and the pavement will remain adjacent to the Union Pacific Railroad. Under this alternative only reasonable care would be utilized in hauling the stone from the jail site to the stockpiled site.
>
> Alternate B: The method utilized by the person inquiring, Mr. Bert Berrett, Papis, Stone and Brick Company of Salt Lake City, Utah, he would palletize the stone and strap it for permanent storage.

My proposal, in order to maintain a rational cost, is to allow the contractor, under Alternate B, to salvage for his use, 50% of the ashlar masonry, and store 50% palletized and strapped at the same location as the stockpiled stone under Alternate A.

I believe these two alternatives will give us a basis for making a decision as to whether or not to go with the more sophisticated method of salvaging.

JBB:jh

cc: Ed Hardt

[illegible]
[illegible]
[illegible]
for use [illegible] A

1 Versteeg ✓
Anderson
Adams
Macnab
2 Stoudenmeyer
Terpin
Trout
Wakerlig

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AUG 31 1983
ROAD DESIGN SECTION

Do Not File
Return To
Bring Up
Action

81-125-1387

ROW 12

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No

July 7, 1983

Mr. P. Manning
c/o Fred Schneiter
P.O. Box 146
Culver, Oregon 97734

RE: Demolition
Rocky Butte Jail
File 46993

Dear Mr. Manning:

The demolition plans for Rocky Butte Jail are not complete as yet. The demolition is anticipated to occur around the first of the year. We anticipate letting a demolition contract for the Jail and several ancillary buildings. The facing material will be stockpiled for use by the State. I will put your name in the bring up file and when the specifications are complete, you will receive a copy of those specifications.

Very truly yours,

J. B. Boyd, PE, PLS
Right of Way Manager

NOTED
H.S. COULTER

JBB:jh

cc: H. S. Coulter ✓

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REFER TO
FOR
Info Inves R/D D/R Sign Act File

ROW 12

STATE OF OREGON

INTEROFFICE MEMO

TO: Ed Hardt
Region 1 Engineer

DATE: June 20, 1983

FROM: J. B. Boyd, PE, PLS
Right of Way Manager

J B Boyd

SUBJECT: Rocky Butte Jail Demolition
File 46993
FAP No. I-205-7(76)312
(JAIL)

In response to your memo to the file June 3, 1983, the following is my recommendation based on the fact that we have had no communication from the City or County relative to the continued use of Rocky Butte Jail for the interim period.

I recommend that we have someone make a rough estimate of the amount of ashlar masonry in the exterior of the jail buildings. After that is made we should include in the specifications that the contractor for demolition is required to produce 50% of that gross amount stockpiled in the general vicinity of the materials that are stockpiled now from the Public Works Buildings. This stockpile would provide the Highway Division with considerable material that could be used for the improvement of the historic Columbia River Highway. I continue to believe that these materials will never be produced again and should be utilized for a valuable resource in the future.

Mr. Jim Dixon is continuing to work with Mr. Carrow of Houck Carrow to ascertain whether there is a market for the buildings' salvage. If the market does exist, we should include that salvage in our demolition specifications. We will keep you advised of any information that we find in this investigation.

JBB:jr

cc: Ed Hunter
Hal Versteeg
Jim Dixon
Steve Green

NOTED
E. S. HUNTER

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TECHNICAL SERVICE
JUN 21 '83
REFER TO
FOR
Info | Inves | R/D | D/R | [illegible] | Act | File

81-123-1387

1984 Fremont Bridge Section, 9753
Stadium Freeway in Portland.
(bridge modification) #3

9753

171

STAFFORD FREY COOPER & STEWART

ATTORNEYS

1700 BENJAMIN FRANKLIN PLAZA
ONE S. W. COLUMBIA
PORTLAND, OREGON 97258-2097
(503) 221-0699
FACSIMILE: (503) 223-5706

RONALD SCOTT BEMIS [5]
ROMNEY R. BRAIN
JOHN BUDLONG
JEFFREY A. CHRISTIANSON
JOHN G. COOPER
A. RICHARD DYKSTRA [4]
THOMAS D. FREY
STEPHEN P. LARSON
DIANE GEIGER LIBBY
WILLIAM L. NEAL [5]
JAN D. SOKOL [1]
SHANNON STAFFORD, P. S.
JOHN SPENCER STEWART [3]
PHILUP L. THOM
DAVID R. TRACHTENBERG [3]

WASHINGTON BAR
[1] OREGON BAR
[2] ALASKA BAR
[3] OREGON-WASHINGTON BAR
[4] ALASKA-WASHINGTON BAR
[5] CALIFORNIA-WASHINGTON BAR
[6] IDAHO-OREGON BAR

SEATTLE OFFICE
500 WATERMARK TOWER
88 SPRING STREET
SEATTLE, WASHINGTON 98104
(206) 623-9900
TELEX: 4979210
FACSIMILE: (206) 624-6885

ANCHORAGE OFFICE
RESOLUTION PLAZA
1029 WEST THIRD AVENUE, SUITE 500
ANCHORAGE, ALASKA 99501
(907) 274-1151
FACSIMILE: (907) 274-1417

PETER P. ADAMCO [1]
CHRISTOPHER T. BENIS
R. ANDREW BERGH [5]
MICHAEL BEYER [1]
ANNE M. BREMNER
HOWARD W. CARSMAN [6]
H. LEE COOK [3]
GREGORY A. EDMISTON [5]
HENRY K. HAMILTON
KENNETH HOBBS [4]
TRAEGER MACHETANZ [2]
RUTH M. MAHAN
MARCUS B. NASH
RUELL A. SEARSON, JR.
JAMES T. YAND [1]

OF COUNSEL
DAVID E. HARTMAN

FRIDAY HARBOR OFFICE
180 FIRST STREET
POST OFFICE BOX 2238
FRIDAY HARBOR, WASHINGTON 98250
(206) 378-5455

September 8, 1989

Ms. Fran Neavoll
Commission Services
Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: Warren Pacific Corporation/Fremont Bridge
Modification - Contract No. 9753
Bond No. YT855-1784
Claim of Ainslie K. Bonds, dba AB Painting
Our File No. 2849-10100

Dear Ms. Neavoll:

We are in receipt of a copy of your letter dated August 24, 1989 to Ms. Bonds regarding this matter. Enclosed please find a copy of our letter dated August 28, 1989 to Ms. Bonds in connection with this matter. We have heard nothing further from her and, accordingly, we have closed our file.

Very truly yours,

STAFFORD FREY COOPER & STEWART

J. D. Sokol

Jan D. Sokol

JDS:mls
cc: Warren Pacific Corporation
Ms. Ainslie K. Bonds

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SEP 13 1989
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

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STAFFORD FREY COOPER & STEWART

ATTORNEYS

1700 BENJAMIN FRANKLIN PLAZA
ONE S.W. COLUMBIA
PORTLAND, OREGON 97258-2097
(503) 221-0699
FACSIMILE: (503) 223-5706

RONALD SCOTT BEMIS[5]
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WILLIAM L. NEAL[5]
WILLIAM G. ROYCE[2]
JAN D. SOKOL[1]
SHANNON STAFFORD, P.S.
JOHN SPENCER STEWART[3]
PHILLIP L. THOM
DAVID R. TRACHTENBERG[3]

WASHINGTON BAR
[1] OREGON BAR
[2] ALASKA BAR
[3] OREGON-WASHINGTON BAR
[4] ALASKA-WASHINGTON BAR
[5] CALIFORNIA-WASHINGTON BAR
[6] IDAHO-OREGON BAR

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ANCHORAGE OFFICE
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1029 WEST THIRD AVENUE, SUITE 500
ANCHORAGE, ALASKA 99501
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FACSIMILE: (907) 274-1417

FRIDAY HARBOR OFFICE
180 FIRST STREET
POST OFFICE BOX 2238
FRIDAY HARBOR, WASHINGTON 98250
(206) 378-5455

PETER P. ADAMCO[1]
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KENNETH HOBBS[4]
TRAEGER MACHETANZ[2]
RUTH M. MAHAN
MARCUS E. NASH
RUELL A. SEAPSON

OF COUNSEL
DAVID E. HARTMAN

August 28, 1989

Mr. Ainslie K. Bonds
2539 N. Arlington Pl.
Portland, OR 97217

Re: Industrial Indemnity Bond No. YT855-1784
Principal: Warren Pacific Corporation
Project: Fremont Bridge Modification-Contract #9753
Our File No. 2849-10100

Dear Mr. Bonds:

We have your August 9, 1989 letter directed to Industrial Indemnity Company.

We have fully investigated the matter and find that Warren Pacific Corporation appears to have appropriate backcharges and defenses to any claim of payment. Further, in our review of your claim and the procurement under which it arises, your claim would be time barred against Industrial Indemnity Company and has been for some time.

Unless some other or additional facts come to our attention, we will be closing our file.

Please advise if you believe otherwise.

Very truly yours,

STAFFORD FREY COOPER & STEWART

John Spencer Stewart

JSS:lk

RECEIVED
SEP 13 1989
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9753

August 24, 1989

CON 5 - 9753

Ainslie K. Bonds
2539 N. Arlington Pl.
Portland, OR 97217

Your letter of August 9 requested assistance on your claim against Contract No. 9753 for the bridge modification of the Fremont Bridge in Portland.

As you know, your claim was filed in December 1988 with the Secretary of State. At that time, we furnished copies of the filing to the prime contractor and his bonding company. The State looks directly to the prime contractor for payment of bills. The bonding company is to ensure that payment is made. I would suggest that you contact the bonding company or Mr. Robert Alexander again.

I am sorry that I cannot be of further assistance. Please let me know when your claim has been paid so we can clear the records.

Fran Neavoll
COMMISSION SERVICES

FKN:cv

cc: Warren Pacific Corporation
2310 N. Kerby Avenue
Portland, OR 97227

Industrial Indemnity Co.
Bond Department
101 S. W. Main, Suite 1300
Portland, OR 97204

Ainslie K. Bonds
2539 N. Arlington Pl.
Portland, OR 97217

9 August 1989

Department Of Transportation
Transportation Building
Salem, OR 97310

To: Fran Neavoll
Commission Services

Reference: Con 5-#9753

Since receiving your letter of 13 December 1988 I have received one letter from a Robert J. Alexander representing himself as attorney for Industrial Indemnity Company requesting some proof of my claim. On 15 January 1989 I sent him copies of invoices and my subcontract with Warren Pacific, Inc. I have heard nothing since that time.

Can I expect any further assistance from your office in this matter? Please inform as soon as possible, as the soonest resolution of this problem would greatly facilitate my retirement.

Very Truly yours:

Ainslie K Bonds
Ainslie K. Bonds

RECEIVED
AUG 11 1989
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

July 12, 1989

In Reply Refer to
File No.:
CON 5

Warren Pacific Corp.
2310 N. Kerby Street
Portland, OR 97227

Time Extension Request
Freemont Bridge Modification
Stadium Freeway
Contract No. 9753
IR-405-8(40)303

Your request for additional contract time in which to complete the above project has been carefully reviewed. You have requested an additional 31 calendar days, due to inclement weather.

Due to the fact that your request was submitted over 17 months after final payment, it cannot be considered. This is per Section 109.15 of the Standard Specifications for Highway Construction, Oregon-1974. You were supplied with the proper forms and the number of days subject to liquidated damages were brought to your attention at the time of second notification, February 9, 1987. The above specification was brought to your attention at the time of third notification, May 7, 1987.

Consequently, the calendar days allowed for the completion of this project cannot be adjusted.

Should you wish further review or to submit additional data in respect to items contained in your request, please contact Marion Craft, Region Construction Engineer.

ORIGINAL SIGNED BY
[illegible]

William Anhorn, P.E.
Deputy State Highway Engineer

bc Ken Husby
Wayne Cobine w/att.
Marion Craft w/att.
FHWA w/att.
Bruce Walton

CH:sw sl

STATE OF OREGON

INTEROFFICE MEMO

TO: BRYANT JACKMOND
Contract Administration Engineer

DATE: June 16, 1989

FROM: Marion Craft
MARION CRAFT
Region Construction Engineer

SUBJECT: FREMONT BRIDGE MODIFICATION
Contract #: 9753

Attached is a time extension request from the contractor, in which he is asking for the days December 28, 1986 to February 4, 1987, due to weather.

This contract was awarded on February 14, 1984, with a specified completion of 180 calendar days. First notification was May 21, 1984, second notification February 4, 1987, with a 506 day overrun. Third notification was May 4, 1987 and acceptance by the commission on July 20, 1987.

On February 9, 1987, John Howard wrote the contractor a letter, advising him of the completion date of the project and the calendar day count cessation, and included forms for the contractor to fill out for any time extension request.

On May 7, 1987, John again wrote the contractor a letter, telling him about our third notification date and what that meant, and reminding him about the time problem. Our files do not show any response from the contractor until this letter of May 31, 1989, with the time extension request.

The time limit for submitting a time extension request has clearly overran, and I assume the response should come from the administration. If you want me to respond, let me know.

cc: Heard

CE ...... CAE ......
COE ...... OM ......
OE ......
CA ......
CAM ......
EBO ......

RECEIVED
JUN
CONSTRUCTION SECTION

SPC ...... TC ......
SA ...... CC ......
FE ...... CP ......
PQC ......
QCS ......
FILE ......

Red book job
TAA → K.K.

81-125-1387

FHWA ACCEPTANCE 12-9-87 FINAL VOUCHER 10-9-89

Warren Pacific Corporation

2310 NORTH KERBY STREET
PORTLAND, OREGON 97227
(503) 287-7711

General Contractor
Commercial/Industrial
Property Development
Construction Management

DM RE OE PPM
TOS RECEIVED ME
FAS PDM
[✓ CSA] JUN - 8 1989 TAM
[illegible] Region 1 RSO
FAS PA EM TNG LM

May 31, 1989

Oregon Dept. of Transportation
9002 S.E. McLoughlin Blvd.
Milwaukie, OR 97222

Subject: Contract No. 9753/Fremont Bridge

Gentlemen:

We are enclosing our request for adjustment of Contract time covering the period from December 28, 1986 to February 4, 1987. If you have any questions concerning this request, please do not hesitate to call.

Cordially,

Frank M. Warren Jr.
President

CONTRAC R'S REQUEST FOR ADJUSTMENT OF NTRACT TIME

Oregon Department of Transportation
HIGHWAY DIVISION

Oregon Transportation Commission
Salem, Oregon

Date May 31, 1989, 19

Gentlemen:

We, the undersigned, respectfully request an adjustment of contract time from December 28, 1986 to February 4, 1987, within which to complete Section Stadium Freeway/Fremont Bridge, Contract No. 9753, without the assessment of liquidated damages.

The date(s) during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work are summarized below and detailed on attached sheets.

December 28, 1986 to January 3, 1987; Weather prevented painting
See our letter of 1/30/87

January 4, 1987 to January 10, 1987; Weather prevented painting
See our letter of 1/30/87

January 11, 1987 to January 17, 1987; Weather prevented painting
See our letter of 1/30/87

January 18, 1987 to January 25, 1987; Weather prevented painting
See our letter of 2/4/87

January 26, 1987 to January 31, 1987; Weather prevented painting
See our letter of 2/5/87

February 1, 1987 to February 4, 1987; Weather prevented painting
See our letter of 2/10/87

Respectfully Submitted,

Warren Pacific Corporation
Contractor

By
President

CONSENT OF SURETY

Date June 5, 1989

We, INDUSTRIAL INDEMNITY COMPANY OF THE NORTHWEST, as surety on the bond guaranteeing the completion of the above-named contract, hereby join in and consent to said request for and adjustment of contract time, and hereby agree to remain fully bonded as surety in all respects as if the contract time remained as stipulated in the original agreement.

JOHN D. KLUMP
Attorney-in-fact

Resident Agent

ENGINEER'S FINDINGS

Investigation of the above request has been completed and the findings are as follows:

Approved:
Assistant State Highway Engineer

FORM 734-3320 (Rev 4-80)

CONTRACTOR, SUBMIT TWO COPIES TO RESIDENT ENGINEER

Industrial Indemnity
a Crum and Forster organization

Power of Attorney

NO. 6 NW

Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY OF THE NORTHWEST, a corporation organized and existing under the laws of the State of Washington and having its principal office in the City of Seattle, State of Washington, does hereby make, constitute and appoint --JOHN D. KLUMP---------------------------------- its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under this authority in no one instance shall exceed the sum of UMLIMITED-- -- and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the resolution adopted by unanimous consent of the Board of Directors of INDUSTRIAL INDEMNITY COMPANY OF THE NORTHWEST on July 13, 1983, reading as follows:

"RESOLVED, that the Chairman of the Board or President or Executive Vice President or Senior Vice President or Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, or the Secretary's designee, be, and he hereby is, authorized to execute, acknowledge or verify Powers of Attorney qualifying attorneys-in-fact to act under such Powers of Attorney to execute on behalf of INDUSTRIAL INDEMNITY COMPANY OF THE NORTHWEST bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach the corporate seal thereto;

"FURTHER RESOLVED, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise reproduced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall be issued."

In witness whereof, INDUSTRIAL INDEMNITY COMPANY OF THE NORTHWEST has caused these presents to be signed and its corporate seal to be affixed by its proper officers this 28th day of November , 1983 .

INCORPORATED
AUG. 18, 1972
SEATTLE, WA.

Attest:

Lawfence E. Mulryan, Secretary

INDUSTRIAL INDEMNITY COMPANY OF THE NORTHWEST

Robert J Derr
R. J. Derr, President

I, Lawrence E. Mulryan, Secretary of INDUSTRIAL INDEMNITY COMPANY OF THE NORTHWEST, do hereby certify that I have compared the Power of Attorney granted herein and the resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY COMPANY OF THE NORTHWEST this 5TH day of JUNE , 1989 .

INCORPORATED
AUG. 18, 1972
SEATTLE, WA.

Lawrence E. Mulryan, Secretary

IV326 (8/83)

COUNTY	V #	CONT #	SECTION	WORK TYPE	CONTRACTOR	DATE	HIGHWAY	HWY	PROJ MGR	1st	2nd	3rd	FA #	FIN ACC
F Multnomah	17V-117	9701	Arterial Street Overlay Project #4	G,P,Sig	Cascade Constr Co.,		Area St Portld	###	Smith	08-23-83	09-04-84	06-03-85	IX-0000(53)	04-24-86
F Multnomah	17V-109	9702	Fremont Bridge	Ill	Hamilton Electric,	1983	Stadium	61	Howard	10-10-83	04-06-04	04-09-86	IR-405-8(34)	
F Multnomah	17V-116	9703	Larch Mountain Road Slide	G,P	Amanda Mining & Constr	1983	Crown Point	125	Kennen	09-09-83	01-06-84	03-05-84	RS-140(1)	08-30-84
F Multnomah	--	9704	NW 29th Avenue - NW 24th Avenue	PROJECT WITHDRAWN	PROJECT WITHDRAWN	--	Lwr Col River	2w	———			05-26-84	F-1(14)	
F Clackamas	17V-125	9708	Milwaukie - Oregon City	G,P,Sig	Pild Road & Driveway	1983	Pacific East	1e	Kennen	11-09-83	07-20-84	09-21-84	IX-26(25)	02-07-85
F Multnomah	17V-121	9713	90th Avenue - 94th Avenue	G,P,Sew	Copenhagen Utilities		Burnside	###	Smith	09-16-83	06-22-84	01-26-85	IX-9822(6)	08-18-85
F Multnomah	17V-078	9714	NW Hoge Ave - NW Harbor Blvd	PROJECT WITHDRAWN	BID REJECTED		--	###	———					
F Clackamas	17V-132	9717	Park Place - Newell Creek	G,Drain	Elting, Inc.	1983	Cascade South	160	Mershon	10-24-83	11-19-85	05-16-86	IX-70(6)	
F Multnomah	17V-136	9722	NE 148th Ave - Blue Lake Road	G,P,Rock	Porter W. Yett Co.		Marine Drive	###	Westrup	01-27-84	08-29-84	09-13-84	RS-BWRD-A622(3)	08-12-85
F Multnomah	17V-108	9723	NE 100th Avenue - NE 152nd Avenue	G,P,Sn,Sig	Cascade Constr Co.,	1983	NE Portland	123	Kennen	01-05-84	10-10-84	02-20-85	IX-HES-9964(6)	
F Washington	17V-114	9725	North Scholls	G,P	Baker Rock Crush Co.	1983	Scholls	143	Harris	08-31-83	11-20-83	12-27-83	HES-128(2)	
F Washington	17V-137	9726	Tualatin Valley Hwy @ SW 160th Ave	Sig	Signal Constr Co.		Tualatin Valley	29	Harris	02-13-84	05-15-84	06-18-84	State	
F Washington	17V-142	9727	Tualatin Rv Bridge (Fern Hill Rd)	G,P,Str	Auburn Constr Co.		Fern Hill Road	###	Harris	10-14-83	06-19-84	01-10-85	BRS-A677(4)	09-18-85
F Columbia	17V-144	9728	Chapman Slide(Scappoose-Vernonia Rd)	G,P	Elte, Inc.		Scap/Vernonia	###	Smith	10-17-83	08-09-84	05-15-85	RS-A744(1)	07-16-85
C Multnomah	17V-131	9729	Greeley Ave Connection to I-5	G,P,Str,Sn,Ill,Sig,Ldsc	Donald M. Drake Co.		Greeley Avenue	###	Kuchinka	12-14-83	10-25-86	02-19-88	M-9945(1)	
F Washington	17V-139	9730	SW 185th Ave - SW Kinnaman Ave	G,P,Sig	Fabricators, Inc.	1983	Farmington	142	Cochell	01-16-84	08-20-84	03-05-86	IX-9064(3)	08-07-86
F Multnomah	17V-148	9733	Airport Way - SE Powell Blvd	G,P	Sauble Landscaping,	1983	East Portland	64	McNamee	01-16-84	03-09-85	09-22-85	I-205-7(89)308	
F Washington	17V-128	9735	McKay Creek Bridge	G,P,Str	Columbia Pac Constr		Shadybrook	###	Harris	11-29-82	06-19-84	06-25-84	BRS-A685(5)	
F	17V-155	9740	Motorist Service Signing	Signing		1983	East Portland	64	McNamee					
F Various	--	9740	Motorist Service Signing	Sm	Lady's Construction		Various	###						
F Multnomah	17V-078	9742	NW Hoge Ave - NW Harbor Blvd	Slide Corr	F. Hodgson & Sons	1983	Lwr Col River	2w	Street	05-18-84	10-06-84			
F Multnomah	17V-159	9743	NE Siskiyou St - NE Broadway	St Sew	BL & B Contra, Inc.	1983	Cascade North	68	Kennen	01-19-84	04-07-84	04-19-84	IX-9713(8)	10-10-84
F Multnomah	17V-153	9744	Portland Sig Replacement Project	Sig	Tice Electric Co.		Area St Portld	###	Smith	03-07-84	01-15-85	03-08-85	IXG-0000(28)	06-11-85
F Multnomah	16V-201	9745	NW 29th Avenue - NE 24th Avenue	G,P	Copenhagen Utilties	1983	Lwr Col River	2w	Howard	03-01-84	04-24-86	03-01-85	F-1(30)	06-22-87
F	16V-201	9745	NW 29th Ave - NW 24th Ave	Grade and Pave	Copenhagen Utilities	1983	City Streets	###						
F Multnomah	17V-160	9747	SW Hood Avenue-SW Terwilliger Blvd	Pvmt Rem	R. A. Hatch Co.	1983	Pacific	1	Shotwell	01-24-84	02-29-84	03-19-84	IR-5-6(110)296	
F Multnomah	17V-164	9748	Willamette River (Steel Br & Ramps)	G,P,Str,Trkwrk,Sn,Ill,Sig	Donald M. Drake Co.	1984	Pacific West	1w	Howard	05-09-84	07-25-86	03-01-88	IX-0000(LRT)	5-9-88
F Multnomah	17V-154	9752	Col Rv Br-SE Powell (R B Jail Dem)	Jail Demolition	R. A. Hatch Co.	1984	East Portland	64	McNamee	02-25-84	05-31-84	01-02-86	I-205-7(90)312	01-15-86
F Multnomah	17V-169	9753	Fremont Bridge	Bridge Mod	Warren Pacific Corp.	1984	Stadium	61	Howard	05-21-84	02-04-87	05-04-87	IR-405-8(40)308	07-20-87
F Columbia	17V-151	9754	Scappoose - Dike Road	G,P	Parker-Northwest Pav	1984	Lwr Col River	2w	Cochell	03-31-84	07-21-84	12-12-86	IX-9302(3)	
F Multnomah	17V-179	9760	NE Columbia/NE Sandy Park & Ride	G,P,Ill,Ldsc	Cascade Constr Co.,	1984	East Portland	64	Lobaugh	04-17-84	09-11-84	04-30-85	R-205-7(92)313	12-31-85
F Multnomah	17V-180	9770	Dodson O'xing	Deck Overlay	Butler-Sealand Co.	1984	Columbia River	2	Lobaugh	03-29-84	10-12-84			
F Clackamas	17V-170	9771	Cascade Hwy N @ Johnson Creek Blvd	Sig	Tice Electric Co.	1984	Cascade North	68	Kennen	07-30-84	10-10-84	12-17-84	HES-9713(5)	
F Multnomah	17V-184	9777	Johnson Creek Bridge	G,P,Str	Douglas S. Coats, Inc.		Towle Rd	###	Kennen	05-01-84	02-04-85	10-25-85	IX-9867(8)	11-08-85
F Clackamas	17V-198	9779	Dagmar Road - Webster Road	G,P	Columbia Pac Constr Co.		Jennings Avenue	###	Kennen	05-15-84	04-15-84	07-01-85	HES-9674(4)	02-28-86
F Clackamas	17V-203	9780	Sandy ECL - Alder Creek	P	Fabricators, Inc.		Mt Hood	26	Kennen	07-13-84	09-10-84	01-27-84	HES-24(35)	02-26-85
F Multnomah	17V-193	9788	Pacific Hwy West @ SW 30th Ave	G,P,Beacon	R & R Excavating Co.	1984	Pacific West	1w	Harris	05-25-84	08-16-84	12-02-83	Local	
F Multnomah	17V-200	9789	NE 50th Ave - East Portland Freeway	P	Cascade Constr Co.,	1984	Sandy Blvd	59	Lobaugh	05-24-84	07-23-84	11-07-84	State	05-29-85
F Washington	17V-204	9791	Nyberg Rd Interchange (S.B.Offramp)	G,P,Sn,Sig,Ldsc	Ore Asphaltic Paving	1984	Pacific	1	Harris	06-07-84	11-16-84	10-31-85	IR-5-5(86)289	
F	17V-214	9793	SE 122nd Ave - Rock Creek Jct	G,P,Str,S,Sig,L		1984	Clack/Boring	174	[illegible]	[illegible]				
F Clackamas	17V-214	9793	SE 122nd Avenue - Rock Creek	G,P,Str,Sn,Sig,Bldg,Ldsc	MOCOM Corp.	1984	Clackamas	171	Mershon	05-24-84	03-20-86	05-18-87	IX-84(9)	11-12-87
F Multnomah	17V-205	9804	Arterial St Overlay Pro #5-Unit 1	P	AFAB,Inc-Quality Pav		Area St Portld	###	Smith	06-11-84	09-19-84	03-11-85	IX-0000(62)	10-07-85
F Clackamas	17V-227	9810	MP 22.4 - Sandy ECL	P	AFAB,Inc-Quality Pav		Mt Hood	26	Kennen	08-17-84	11-21-84	03-05-85	State	11-06-85
F Clackamas	17V-197	9811	Portland Ave @ Abernethy Ave	G,P	Ore Asphaltic Paving Co.		Portland Avenue	###	Kennen	06-06-84	08-30-84	07-11-86	IX-9647(3)	12-05-86
F Washington	17V-210	9821	Gales Creek - Sunset Highway	P,GR	Baker Rock Crush Co.		Wilson River	37	Bartel	06-06-84	08-30-84	07-11-86	State	
F Clackamas	17V-231	9822	SE 82nd Avenue @ SE Causey Road	Sig	Tice Electric Co.	1984	Cascade North	68	Kennen	09-10-84	10-30-84	11-29-84	State	
F Multnomah	17V-240	9827	Hollywood District Trans Pro-Unit 1	G,P,Ill,Sig,Ldsc	Stein Contra, Inc.		Area St Portld	###	Smith	06-19-84	10-10-84		----------------	01-09-87
F Multnomah	17V-185	9828	NE 47th Avenue @ NE Oregon Street	Sig	Tice Electric Co.		47th Avenue	###	Smith	10-04-84	12-26-84	04-25-85	IXG-9837(2)	09-11-85
F Multnomah	17V-241	9829	Arterial St Overlay Pro #5-Unit 2	G,P,Sn,Sig,Ldsc	Cascade Constr Co.,		Area St Portld	###	Smith	06-12-84	10-22-84	04-17-85	IX-0000(62)	01-31-86

TION DATES FOR CONTRACT PROJECTS

TRANSPORTATION

HIGHWAY DIVISION

Project Name (Section) Fremont Bridge Modification		Contract No. 9753
Highway Stadium Freeway	County Multnomah	
Contractor Warren Pacific Corp.		F.A. Project No. IR-05-3(10)303
Project Manager (Sign)	Date	Date of Award February 10, 1984

FIRST NOTIFICATION

Date May 21, 1984 on which the erection of a plant or the development of aggregate sources or the performance of a contract construction operation began.

SECOND NOTIFICATION

	Specified Completion (from contract)	Days charged	Date(s) the work was completed and the time charge stopped
(a)		636	February 4, 1987
(b)			
(c)			

All claims for additional compensation must be submitted by Not applicable.
(See subsection 109.05 of the contract provisions for additional requirements.)

Known items necessary to complete the requirements for "Third Notification" are—

THIRD NOTIFICATION

Date May 4, 1987 on which all contract work was completed, including corrective work, equipment and plant removal, site cleanup, and Project Manager's receipt of all certifications, bills, forms and other documents required under the contract.

Distribution— ☐ Original to Construction ☐ Copy to Contractor's Headquarters ☒ Copy to Region Engineer ☐ Copy to Project Manager's File	**Instructions—** Submit for each notification date as it becomes known. Report second and third notifications on the same form when occurring simultaneously. Report the second notification as each phase of work is completed. Report the second notification at the beginning and ending of establishment work.

Form 734-3233 (Rev. 3-87)

PROJECT MANAGER

December 13, 1988

CON 5 - #9753

Ainslie K. Bonds
2539 N Arlington Place
Portland, OR 97217

We have received a copy of your letter addressed to the Secretary of State and Warren Pacific Corporation filing a claim against the following Highway Division contract:

AMOUNT:	$7,623.23
FOR:	Labor and materials
AGAINST (PRIME CONTRACTOR):	Warren Pacific Corporation
CONTRACT NO.:	9753
PROJECT:	Fremont Bridge (Portland) Stadium Freeway Multnomah County
SURETY:	Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the surety of the receipt of this claim.

Please advise this office when your claim has been paid.

Fran Neavoll
COMMISSION SERVICES

cc Warren Pacific Corporation
2310 N Kerby Avenue
Portland, OR 97227

Industrial Indemnity Company
Attn: Bond Department
101 SW Main, Suite 1300
Portland, OR 97204

bbc Bryant Jackmond

FKN:br

Ainslie K. Bonds
DBA AB Painting
2539 N Arlington PL.
Portland, OR 97217

Secretaty of State
143 Capitol Building
Salem, OR 97310

Warren Pacific Corporation
2310 N Kerby Ave.
Portland, OR 97227

Notice hereby is given that the undersigned Ainslie K. Bonds, DBA AB Painting, has a claim fir materials and labor furnished for painting and removal of debris on the "Modifications of Fremont Bridge" in the sum of Seven Thousand Six Hundred Twenty Three Dollars and Twenty Three Cents ($7,623.23) against the bond taken from Warren Pacific Corporation by Industrial Indemnity Co. 110 SW Main St. Portland, OR 97204 for the work of cleaning, preparing, painting and removing debris in the areas modified. Such materials and labor was supplied to Warren Pacific Corporation.

Ainslie K. Bonds

RECEIVED
DEC 12 1988
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

jc cc: OSHD (L. W. Rulien)

STATE COPY

US Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	**REPORT NO.** 5	**COUNTY** Multnomah	**DIVISION** Oregon
DATE OF REPORT 11/24/87	**REPORT MADE BY** Michael E. Cribb, Highway Engineer Trainee		**PROJECT NO.** IR-405-8(40)303
COMPLETION DATE (Actual) 2/4/87	**ACCEPTANCE DATE BY CONRTACT AGENCY** 6/29/87	**TIME ELAPSED** 280 %	**CONTRACT TIME** 180 C.D.

LOCATION

SEE BELOW

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)

A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

FREMONT BRIDGE SECTION
STADIUM FREEWAY
Bridge Modification

This project involved the modification of the steel structure by peening welds and replacing some welded connections with bolted connections. The project also included the removal of debris from inside the bridge tie girder.

The project was awarded to Warren Pacific Corp. on February 14, 1984. Work began on May 21, 1984 and was completed on February 4, 1987. The contractor overran the contract time of 180 calendar days by 506 calendar days. Liquidated damages were charged against the entire 506 day overrun.

The final contract cost overran the original authorization of $576,875 by 11 percent. The overrun was primarily due to problems encountered during construction. The planned construction method was changed because cracks were forming in welds during the modification process. The need for additional repair and modification was discovered once construction had begun.

The contract work has been satisfactorily completed and acceptance is recommended.

- MEC -

RECEIVED
STATE HWY ENGR
DEC 8 '87
REFER TO Fredrickson
FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTED
W. E. SCHWARTZ cy 12/10

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Michael E. Cribb		**SIGNATURE**	
TITLE Highway Engineer Trainee	**DATE** 12-4-87	**TITLE** District Engineer A	**DATE** 12-7-87

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED

9753

August 6, 1987

CON 5 - #9753

Industrial Indemnity Co.
Bond Department
101 SW Main, Suite 1300
Portland, OR 97204

On July 22, 1987, we wrote to you concerning release of final payment on Contract No. 9753 awarded to Warren Pacific Corporation for work on the Fremont Bridge Section of the Stadium Freeway in Portland, Multnomah County.

Final payment on this contract is $5,000.00 and the total contract amount is $496,236.88 including $96,261.24 for work was performed under force account.

Fran Neavoll
COMMISSION SERVICES

cgc

cc: Warren Pacific Corporation
2310 N. Kerby Avenue
Portland, OR 97227

bc: C. O. Fredrickson
Walt Hart
Rick Kuehn

STATE OF OREGON **INTEROFFICE MEMO**

Contract Payments 378-6594

FILE: CON 5
9753

TO: Commission Services

DATE: July 20, 1987

Wendell E. Schwartz

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract 9753, On Site Work Substantially Completed February 4, 1987

All Work Completed May 4, 1987

Project Fremont Bridge

Highway Stadium Freeway

County Multnomah

Type of Work Bridge Modification

Contractor Warren Pacific Corp.

WES:BMW:mk

cc: C. O. Fredrickson
B. M. Walton

CPC/FM2

7-22-87 - Surety letter written.

RECEIVED
JUL 21 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

81-125-1307

9753

WEE Y REPORT FOR CONSTRUCTION PF ECTS

OREGON DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION

WEEK ENDING: May 9, 1987

CONTRACT NO: 9753

F A PROJECT NO: IR-405-8(40)303

DATE OF AWARD: February 10, 1984

FIRST NOTIFICATION DATE: May 21, 1984

ESTIMATED DATE OF COMPLETION, OR

SECOND NOTIFICATION DATE AND: February 4, 1987

ESTIMATED SEMIFINAL SUBMITTAL DATE: May 7, 1987

AVERAGE FORCE ON PROJECT THIS WEEK

SUPERVISORS: 0 WORKERS: 0

PERCENT CONTRACT WORK COMPLETED: 100

PROJECT NAME (SECTION): Fremont Bridge Modification

HIGHWAY: Stadium Freeway

COUNTY: Multnomah

CONTRACTOR: Warren Pacific

KIND OF WORK: Structures

PROJECT AUTHORIZATION

CURRENT AUTHORIZATION $ 676,867.67

ESTIMATED PROJECT COST $ 676,867.67

ESTIMATED PERCENT ~~OVERRUN/~~UNDERRUN 0.0 %

ENGINEERING

AUTHORIZATION $ 85,000.00

COST THIS WEEK $ 500.00

TOTAL TO DATE $ 110,500.00

PERCENT OF AUTHORIZATION 130 %

CONTRACT TIME UNIT	DATE OF SPECIFIED COMPLETION	DAYS AVAILABLE OR LIMITING NO. OF DAYS	ELAPSED TIME OR DAYS CHRGD. TO END OF WEEK	PRESENT TIME ELAPSED OR CHARGED	EXPECT TO COMPLETE UNIT ON TIME
	/ /	180	686.0	381	no
	/ /	0	0.0	0	
	/ /	0	0.0	0	
	/ /	0	0.0	0	

CONTRACT STATUS	GRADING	BASE	PAVING	SIGNALS	STRUCTURES	100
ORIG. CONTRACT QUANTITIES	0	0	0			
EST. CORRECTED QUANTITIES	0	0	0			
EST. PERFORMED TO DATE	0	0	0			
PERCENT PERFORMED TO DATE	0	0	0	0	100	100

ACTIVITIES THIS WEEK:

No activity

PROJECT VISITORS:

ACTIVITIES ANTICIPATED NEXT WEEK:

No activity anticipated

PROJECT MANAGER COMMENTS (INCLUDE DATE AND REASON FOR SUSPEND WORK ORDERS):

Third notification submitted, effective May 4, 1987.
Semi-final sent May 7, 1987.

PROJECT MANAGER (SIGN): John Howard

DISTRIBUTE AS INDICATED BY THE MARGINALS. GENERALLY SUBMIT THE ORIGINAL AND TWO COPIES TO THE CONSTRUCTION SECTION AND ONE COPY TO REGION.

734-3001 (REV. 1-86)

CONSTRUCTION SECTION

March 9, 1987

CON 5 - #9753

Furrer & Scott
Law Offices
P.O. Box 23414
Tigard, OR 97223

Attention: Michael J. Scott

Thank you for your letter of February 23, 1987, advising us that the claim of G.T.E. Metal Fabricators, Inc., against Warren Pacific Corporation has been satisfied.

This was in connection with Contract No. 9753 for work on the Fremont Bridge (Portland) Section of the Stadium Freeway in Multnomah County.

This information will be noted in our records.

Fran Neavoll
COMMISSION SERVICES

cc: Warren Pacific Corporation
2310 N. Kerby Avenue
Portland, OR 97227

Industrial Indemnity Co.
Bond Department
421 SW Sixth Avenue
Portland, OR 97204

bc: Secretary of State: Filed 12-23-86; CL 1986-0344

bbc: Bryant Jackmond

FKN:cc

NOTED ON CARD
3-9-87cc

LAW OFFICES
FURRER & SCOTT
9185 S.W. BURNHAM STREET
POST OFFICE BOX 23414
TIGARD, OREGON 97223

PATRICK J. FURRER
MICHAEL J. SCOTT
MARCIA L. JORY
CYNTHIA A. VAIL

AREA CODE 503
TELEPHONE 620-4540

February 23, 1987

TO: Barbara Roberts
Secretary of State
136 State Office Building
Salem, Oregon 97310

Clerk or Auditor
Department of Transportation
121 Transportation Bldg.
Salem, Oregon 97310

Warren Pacific Corporation
2310 N. Kerby St.
Portland, Oregon 97227
Attn: Bond Dept.

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, Oregon 97204

Kevin Kiely
Attorney at Law
1211 S.W. 5th Avenue
Portland, Oregon 97204

RELEASE OF CLAIM

Re: Project/Contract Name: Fremont Bridge Modifications
Prime Contractor: Warren Pacific Corp.
Claimants Contact with: Warren Pacific Corp.
Surety: Industrial Indemnity Co.
Bond No.: Y18551784
Claimant: G.T.E. Metal Fabricators, Inc.
Amount: $6,991.42, together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorneys fees to which claimant may be entitled

Ladies and Gentlemen:

This correspondence constitutes notice that the above-referenced claim has been fully satisfied.

If you require the execution of a "form" release, please provide it to this office for signature. It is our position that this letter constitutes a release of the Little Miller Act claims arising by reason of the Amended Notice of Claim.

Very truly yours,

Michael J. Scott

RECEIVED
FEB 24 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

MJS/smn
cc: G.T.E. Metal Fabricators, Inc.

9753

March 9, 1987

CON 5 - #9753

Evan E. House Co., Inc.
1133 SE Umatilla Street
Portland, OR 97202

Attention: Daniel P. Hannigan
President

Thank you for your letter of February 3, 1987, informing us that you have been paid in full and are withdrawing your claim against Warren Pacific Corporation.

This was in connection with their Contract No. 9753 for the Fremont Bridge (Portland) Section of the Stadium Freeway in Multnomah County.

This information will be noted in our records and we will advise the surety and the contractor.

Fran Neavoll
COMMISSION SERVICES

cc: Warren Pacific Corporation
2310 N. Kerby Avenue
Portland, OR 97227

Industrial Indemnity Co.
Bond Department
421 SW Sixth Avenue
Portland, OR 97204

bc: Secretary of State

bbc: Bryant Jackmond FKN:cc

NOTED ON CARD
3 9-87cc

EVAN E. HOUSE CO., INC.

PAINTING and DECORATING
1133 S.E. UMATILLA STREET
PORTLAND, OREGON 97202
Phone 235-2763

Residential
Industrial

February 3, 1987

Commission Services
Attention: Fran Neavoll
121 Transportation Building
Salem, Oregon 97310

Re: Fremont Bridge Modifications

Evan E. House Co., Inc. has been paid in full and is hereby withdrawing any claim on the bond of Warren Pacific Corporation on the Fremont Bridge Modifications.

Signed this 3rd day of February, 1987.

Daniel P. Hannigan
President
Evan E. House Co., Inc.

RECEIVED
FEB -4 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9753

NEIL GOLDSCHMIDT
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
CON 5
9753

DATE: March 3, 1987

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

Bruce M. Walton

FROM: for C. O. Fredrickson, P.E., P.L.S.
Construction Engineer

SUBJECT: Request Contract Acceptance
Federal-aid Project No. IR-405-8(40)303

Contract 9753, Work Completed February 4, 1987

Project Fremont Bridge

Highway Stadium Freeway

County Multnomah

We request that your office return a signed copy of this letter indicating acceptance or list conditions which would prevent your final acceptance of the contract work.

Acceptance Date Feb 20, 1987

John T. Price
for Dale E. Wilken
Division Administrator

BMW:ll

cc: L. Rulien
C. O. Fredrickson
Richard Kuehn
B. M. Walton

CPC/FL4

NOTED
LARRY RULIEN

RECEIVED
STATE HWY ENGR
MAR 9 '87
REFER TO
FOR
Info R/D

RECEIVED
MAR 03 1987
OREGON DIVISION

Form 734-3122 (1-87)

jc cc: OSHD (Rulien) **STATE COPY**

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION ☐ INTERMEDIATE INSPECTION ☒ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

REGION NO. 10	REPORT NO. 4	COUNTY Multnomah	DIVISION Oregon

IN COMPANY WITH
John Howard, Marion Craft, Al Harwood, Clair Kuiper and Walt Eager; OSHD
Rob Sikora and Lyn Comstock; FHWA

DATE OF INSPECTION 2/20/87	INSPECTION MADE BY H. A. Schell, Division Bridge Engineer and Larry Heil, Assistant Area Engineer	PROJECT NO. IR-405-8(40)303

QUALITY OF WORK Satisfactory	PROGRESS OF WORK Unsatisfactory	TIME ELAPSED 381 %	WORK COMPLETED 100 %

FREMONT BRIDGE SECTION
BRIDGE MODIFICATION

This project provided for the modification of the steel structure (removal of welds and replacement with bolts, peening) and removal of debris inside the bridge tie girder.

The contract work was awarded Warren Pacific Corporation of Portland on 2/14/84. Work started 5/21/84 and was completed 2/4/87. 506 calendar days were used in excess of the specified 180 calendar days. A contract time extension request is anticipated and will be evaluated. The final project cost overran the original authorization of $576,875 by approximately 17%. Most of this cost overrun resulted from a necessary modification of work procedure used to replace welded connections with bolts. Concern arose when fillet weld cracks developed during the required weld removal.

All physical construction and materials incorporated into this project are considered to be in substantial conformance with the plans and specifications. The contracted work has been satisfactorily completed and acceptance is recommended.

- LMH -

NOTED
E. SCHWART

RECEIVED
STATE HWY ENGR
MAR 4 '87
REFER TO
Construction
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form FHWA-1446A
(Rev. 2-84)

February 9, 1987

CON 5 - #9753

Evan E. House Co., Inc.
1133 SE Umatilla Street
Portland, OR 97202

Attention: Daniel P. Hannigan
President

We have received your claim letter dated January 12, 1987, filed against the following Highway Division contract:

FILED BY:	Evan E. House Co., Inc.
AMOUNT:	$995.00
FOR:	Labor and materials
AGAINST (PRIME CONTRACTOR):	Warren Pacific Corporation
CONTRACT NO.:	9753
PROJECT:	Fremont Bridge (Portland) Section, Stadium Freeway, Multnomah County
SURETY:	Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

Under Oregon law, you will need to file this claim direct with the Secretary of State. Their address is 143 Capitol Building, Salem, OR 97310. We will advise the surety and the contractor of the receipt of this claim.

Please advise this office when your claim has been paid. For your information, attached is a copy of the law outlining the filing procedure.

Fran Neavoll
COMMISSION SERVICES

cc Warren Pacific Corporation
2310 N. Karby Avenue
Portland, OR 97227

Industrial Indemnity Co.
Bond Department
421 SW Sixth Avenue
Portland, OR 97204

bc: Bryant Jackmond
John Howard

FKN:cc

EVAN E. HOUSE CO., INC.
PAINTING and DECORATING
1133 S.E. UMATILLA STREET
PORTLAND, OREGON 97202
Phone 235-2763

January 12, 1987

Commission Services
Attention: Fran Neavoll
121 Transportation Building
Salem, Oregon 97310

Notice hereby is given that Evan E. House Co., Inc. has a claim for labor and materials provided to sandblast and apply coatings as specified for Warren Pacific Corporation on the Fremont Bridge Section, Bridge Modifications, Contract No. 9753 in Portland, Oregon in the amount of $995.00 against the bond taken from Warren Pacific Corporation of Portland, Oregon and Industrial Indemnity for the work of sandblasting and painting the surfaces as specified.

Such labor and materials were supplied to Warren Pacific Corporation.

Signed this 12th day of January, 1987.

Daniel P. Hannigan
President
Evan E. House Co., Inc.

RECEIVED
JAN 13 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATE OF OREGON
2206 NW Thurman
Portland, Oregon 97210

INTEROFFICE MEMO
Con 5
9753

TO: Construction

DATE: January 13, 1987

FROM: John H.
John Howard, Project Manager

SUBJECT: Fremont Bridge Modification
Contract No. 9753
Evan E. House Co. Claim for Labor & Materials

Attached for your information is a letter from the painter on the above project. Please let us know if any action is needed by our office.

[illegible]

RECEIVED
JAN 21 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RECEIVED
JAN 15 1987
CONSTRUCTION SECTION

CE ____ CAE ____
COE ____ OM ____
OE ____
SA ____
CAM ____
SEO ____
SPC ____ TC ____
SA ____ CC ____
FE ____ CP ____
PQC ____
QCS ____
FILE ____

JH:ew

Attachment

EVAN E. HOUSE CO., INC.
PAINTING and DECORATING
1133 S.E. UMATILLA STREET
PORTLAND, OREGON 97202
Phone 235-2763

Residential
Industrial

January 12, 1987

Oregon State Highway Division
Attention: John Howard
2206 N. W. Thurman St.
Portland, Oregon 97210

Notice hereby is given that Evan E. House Co., Inc. has a claim for labor and materials provided to sandblast and apply coatings as specified for Warren Pacific Corporation on the Fremont Bridge Section, Bridge Modifications, Contract No. 9753 in Portland, Oregon in the amount of $995.00 against the bond taken from Warren Pacific Corporation of Portland, Oregon and Industrial Indemnity for the work of sandblasting and painting the surfaces as specified.

Such labor and materials were supplied to Warren Pacific Corporation..

Signed this 12th day of January, 1987.

Daniel P. Hannigan
President
Evan E. House Co., Inc.

RECEIVED
JAN 21 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

[illegible]: [illegible]
[illegible]
[illegible]

9753

STATE OF OREGON

2206 NW Thurman
Portland, Oregon 97210

INTEROFFICE MEMO

Con 5
9753

TO: Construction

DATE: February 4, 1987

FROM: John H.
John Howard, Project Manager

SUBJECT: Fremont Bridge Modification
Contract No. 9753
Evan E. House Co. Claim for Labor & Materials

Our January 13 letter transmitted a notice from the painter claiming an unpaid cost and possible lien against the contract. Attached is a copy of a second letter from him releasing his claim.

JH:ew

Attachment

already rec'd
notif. of payment

RECEIVED
MAR 5 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CE ___ CAE ___
COE ___ OM ___
OE ___
CA ___
CAM ___
ELO ___

RECEIVED
FEB 6 1987
CONSTRUCTION
SECTION

SPC ___ TC ___
SA ___ CC ___
FE ___ CP ___
PQC ___
[illegible] ___
[illegible] ___

81-125-1367

EVAN E. HOUSE CO., INC.
PAINTING and DECORATING
1133 S.E. UMATILLA STREET
PORTLAND, OREGON 97202
Phone 235-2763

February 3, 1987

Oregon State Highway Division
Attention: John Howard
2206 N. W. Thurman St.
Portland, Oregon 97210

Re: Fremont Bridge Modifications

Evan E. House Co., Inc. has been paid in full and is hereby withdrawing any claim on the bond of Warren Pacific Corporation on the Fremont Bridge Modifications.

Signed this 3rd day of February, 1987.

Daniel P Hannigan
Daniel P. Hannigan
President
Evan E. House Co., Inc.

RECEIVED
MAR 5 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

STATE OF OREGON
2206 NW Thurman
Portland, Oregon 97210

INTEROFFICE MEMO

TO: Construction

DATE: January 10, 1987

FROM: John Howard, Project Manager

SUBJECT: Fremont Bridge Modification
Contract No. 9753

Attached for your information is a copy of a lien notice received from the painter on the above contract. Please let us know if any action is needed by our office.

no response nec. as this is only a notice

RECEIVED
JAN 21 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CE ___ CAE ✓ [illegible] SPC ___ TC ___
COE ___ [illegible]

81-125-1387

NOTICE OF THE RIGHT TO LIEN WARNING

WARNING: READ THIS NOTICE. PROTECT YOURSELF FROM PAYING ANY CONTRACTOR OR SUPPLIER TWICE FOR THE SAME SERVICE.

Date of mailing: January 6, 1987

To: Oregon State, Department of Transportation
OWNER

2206 NW Thurman, Portland, OR 97210
OWNER'S ADDRESS

This is to inform you that AB Painting
has begun to provide Cleaning, Priming and Painting of Bid item #6 of Fremont Bridge modifications Contract.

(description of materials, labor or services) ordered by Warren Pacific Corp.
for improvements to property you own. The property is located at: Portland Oregon

A lien may be claimed for all materials, labor and services furnished after a date that is 8 days, not including Saturdays, Sundays and other holidays, as defined in ORS 187.010 before this notice was mailed to you.

Even if you or your mortgage lender have made full payment to the contractor who ordered these materials or services, your property may still be subject to a lien unless the supplier providing this notice is paid.

THIS IS NOT A LIEN. It is a notice sent to you for your protection in compliance with the construction lien laws of the State of Oregon.

This notice has been sent to you by:

Name: AB Painting
Address: 6053 NE Simpson, Portland, OR 97218 *Phone* 282-4402

IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, FEEL FREE TO CALL US.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Oregon's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors, material suppliers or laborers or neglects to make other legally required payments, the people who are owed money can look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

The law states that all people hired by a contractor to provide you with materials, labor or services must give you a notice of the right to lien to let you know what they have provided.

WAYS TO PROTECT YOURSELF ARE:

- *RECOGNIZE that this notice of delivery of materials, labor or services may result in a lien against your property unless all those supplying a notice of the right to lien have been paid.*
- *LEARN more about the lien laws and the meaning of this notice by contacting the Builders Board, an attorney or the firm sending this notice.*
- *ASK for a statement of the labor or materials provided to your property from each party that sends you a notice of the right to lien.*
- *WHEN PAYING your contractor for materials, labor or services, you may make checks payable jointly to the contractor and the firm furnishing materials, labor or services for which you have received a notice of the right to lien.*
- *OR use one of the methods suggested by the "Information Notice to Owners." If you have not received such a notice, contact the Builders Board.*
- *GET EVIDENCE that all firms from whom you have received a notice of the right to lien have been paid or have waived the right to claim a lien against your property.*
- *CONSULT an attorney, a professional escrow company or your mortgage lender.*

NOTE: THIS FORM TO BE USED ONLY FOR CONSTRUCTION COMMENCED AFTER JANUARY 1, 1982.

FORM No. 1159
Stevens-Ness Law Pub. Co.
Portland, OR 97204 OA

RECEIVED
JAN 2 1 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0344

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
JAN 13 1987
BARBARA ROBERTS
SECRETARY OF STATE

IN REPLY REFER TO
FILE NO.:

CON 5 - 9753

RECEIVED
[illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

January 6, 1987

Furrer & Scott
Law Offices
P. O. Box 23414
Tigard, OR 97223

Attention: Michael J. Scott

We have received your letter and amended claim dated December 29, 1986, on behalf of G.T.E. Metal Fabricators, Inc., filed against the following Highway Division contract:

FILED BY:	G.T.E. Metal Fabricators, Inc.
AMOUNT:	$6,991.42 together with 9% interest per annum from 1-11-87 until paid, and attorneys fees
FOR:	Materials
AGAINST (PRIME CONTRACTOR)	Warren Pacific Corporation
CONTRACT NO:	9753
PROJECT:	Fremont Bridge (Portland) Section, Stadium Freeway, Multnomah County
SURETY:	Industrial Indemnity Company
AGENT:	Corroon and Black of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

Fran Neavoll
COMMISSION SERVICES

cc: Industrial Indemnity Co.
Attn: Bond Department
421 SW Sixth Avenue
Portland, OR 97204

Warren Pacific Corporation
2310 North Kerby Avenue
Portland, OR 97227

NOTED ON CARD
1-21-87cc

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

[illegible]

LAW OFFICES
FURRER & SCOTT
9185 S.W. BURNHAM STREET
POST OFFICE BOX 23414
TIGARD, OREGON 97223

PATRICK J. FURRER
MICHAEL J. SCOTT
MARCIA L. JORY
CYNTHIA A. VAIL

AREA CODE 503
TELEPHONE 620-4540

December 29, 1986

HAND DELIVERED

Clerk or Auditor
Department of Transportation
121 Transportation Bldg.
Salem, Oregon 97310

Re: Project/Contract Name: Fremont Bridge Modifications
Prime Contractor: Warren Pacific Corp.
Claimants Contact with: Warren Pacific Corp.
Surety: Industrial Indemnity Co.
Bond No.: Y18551784
Claimant: G.T.E. Metal Fabricators, Inc.
Amount: $6,991.42, together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorneys fees to which claimant may be entitled

Dear Clerk or Auditor:

Enclosed please find the Amended Notice of Claim to be filed on the above-referenced project on behalf of our client, G.T.E. Metal Fabricators, Inc.

Very truly yours,

Michael J. Scott

MJS:kd
Enc.
cc G.T.E. Metal Fabricators, Inc.

duplicate copy
rec'd via certified
mail 12/30/86

RECEIVED
DEC 29 1986
hand delivered
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

TO: Barbara Roberts
Secretary of State
136 State Office Building
Salem, Oregon 97310

Clerk or Auditor
Department of Transportation
121 Transportation Bldg.
Salem, Oregon 97310

Warren Pacific Corporation
2310 N. Kerby St.
Portland, Oregon 97227

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, Oregon 97204
Attn: Bond Dept.

Kevin Kiely
Attorney at Law
1211 S.W. 5th Avenue
Portland, Oregon 97204

AMENDED NOTICE OF CLAIM

Re:

Project/Contract Name:	Fremont Bridge Modifications
Prime Contractor:	Warren Pacific Corp.
Claimants Contact with:	Warren Pacific Corp.
Surety:	Industrial Indemnity Co.
Bond No.:	Y18551784
Claimant:	G.T.E. Metal Fabricators, Inc.
Amount:	$6,991.42, together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorneys fees to which claimant may be entitled

NOTICE IS HEREBY GIVEN that the undersigned, G.T.E. Metal Fabricators, Inc., an Oregon corporation, has a claim for certain materials furnished to Warren Pacific Corporation for and used in the construction of the project described herein, which claim is in the total sum of $6,991.42 as shown on Exhibit "A" attached hereto and incorporated by reference; together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorney fees to which claimant may be entitled, against the bond taken from Warren

Pacific Corporation, the prime contractor on the project and furnished by Industrial Indemnity Co., Bond No. Y18551784, for work on the Fremont Bridge Modifications in Multnomah County, Oregon.

Said materials were furnished and provided by G.T.E. Metal Fabricators, Inc. to Warren Pacific Corporation, the prime contractor on the project, and were used in the construction of the above public works project. Claimant last furnished materials on September 2, 1986.

Demand is hereby made for payment of the above stated indebtedness in the sum of $6,991.42, together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorney fees to which claimant may be entitled. You and each of you are hereby notified that, unless the amount due and owing is paid forthwith, suit will be instituted upon the bond.

Reference is made to that Notice of Claim dated November 25, 1986 by G.T.E. Metal Fabricators, Inc. This Amended Notice is provided to include in G.T.E. Metal Fabricators, Inc.'s claim a $1,184.40 billing dated December 11, 1986, a copy of which is set forth as Exhibit "B" to this notice.

DATED this 29th day of December, 1986.

G.T.E. METAL FABRICATORS, INC.
By: Harold Eubanks
As Its Sec

RECEIVED
DEC 29 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT A

Date	Invoice No.	Description	Amount	Balance
10/22/84	1469	Progressive billing for materials and labor on hand	$7,000.00	$7,000.00
1/2/85		Payment	<6,650.00>	350.00
1/15/86	1820	Progressive billing	1,814.00	2,164.00
1/28/86	1832	Progressive billing	2,200.00	4,364.00
3/26/86		Payment	<2,000.00>	2,364.00
4/17/86	1882	Progressive billing	1,887.00	4,251.00
5/24/86		Payment	<1,000.00>	3,251.00
7/22/86		Payment	<1,000.00>	2,251.00
8/13/86	1978	Progressive billing	2,112.00	4,363.00
9/2/86	2002	Progressive billing	1,444.02	5,807.02
12/11/86	2058	Progressive billing	1,184.40	$6,991.42

RECEIVED
DEC 29 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT "B"

G. T. E. METAL FABRICATORS INC.
P.O. Box 230 Canby, Oregon 97013
(SHOP) 24530 S. Cass Road Canby, Oregon 97013

PHONE (503) 266-6433

12-11-86

To: Warren Pacific Corporation
2310 North Kerby Street
Portland, Or 97227

Reference: Fremont Bridge

Enclosed is an invoice for four (4) 21' plates as of your letter July 16, 1986. This has not been previously billed.

16-1/2 hrs labor	$ 594.00
Subs	$ 393.00
	---------
subtotal	$ 987.00
profit	$ 197.40

Total due	$1184.40

Breakdown of previous billings:

Original contract $ 21645.00

Due to many changes and 2-1/2 years to finish the project. This project was billed time and material.

Material	$ 7633.18
118-1/4 hrs labor	$ 4257.00
Subs	$ 1824.00

Subtotal	$ 13714.18
Profit	$ 2742.84

SubTotal	$ 16,457.02
This billing	$ 1,184.40

Total	$ 17,641.42

Date Paid	
1-2-85	$6650.00
3-26-86	$2000.00
5-24-86	$1000.00
7-22-86	$1000.00

Paid to Date	$10650.00
Balance Due	$ 6991.42

Sincerely,

Bill E. Purnell
Project Manager
G.T.E. Metal Fabricators, Inc

BEP/tlr

RECEIVED
DEC 29 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

LAW OFFICES
FURRER & SCOTT
9185 S.W. BURNHAM STREET
POST OFFICE BOX 23414
TIGARD, OREGON 97223

PATRICK J. FURRER
MICHAEL J. SCOTT
MARCIA L. JORY
CYNTHIA A. VAIL

AREA CODE 503
TELEPHONE 620-4540

December 29, 1986

CERTIFIED MAIL, Receipt No. P456 862 983
RETURN RECEIPT REQUESTED

Clerk or Auditor
Department of Transportation
121 Transportation Bldg.
Salem, Oregon 97310

Re:		
	Project/Contract Name:	Fremont Bridge Modifications
	Prime Contractor:	Warren Pacific Corp.
	Claimants Contact with:	Warren Pacific Corp.
	Surety:	Industrial Indemnity Co.
	Bond No.:	Y18551784
	Claimant:	G.T.E. Metal Fabricators, Inc.
	Amount:	$6,991.42, together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorneys fees to which claimant may be entitled

Dear Clerk or Auditor:

Enclosed please find the Amended Notice of Claim to be filed on the above-referenced project on behalf of our client, G.T.E. Metal Fabricators, Inc.

Very truly yours,

Michael J. Scott

MJS:kd
Enc.
cc G.T.E. Metal Fabricators, Inc.

RECEIVED
DEC 30 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

TO: Barbara Roberts
Secretary of State
136 State Office Building
Salem, Oregon 97310

Clerk or Auditor
Department of Transportation
121 Transportation Bldg.
Salem, Oregon 97310

Warren Pacific Corporation
2310 N. Kerby St.
Portland, Oregon 97227

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, Oregon 97204
Attn: Bond Dept.

Kevin Kiely
Attorney at Law
1211 S.W. 5th Avenue
Portland, Oregon 97204

AMENDED NOTICE OF CLAIM

Re:	Project/Contract Name:	Fremont Bridge Modifications
	Prime Contractor:	Warren Pacific Corp.
	Claimants Contact with:	Warren Pacific Corp.
	Surety:	Industrial Indemnity Co.
	Bond No.:	Y18551784
	Claimant:	G.T.E. Metal Fabricators, Inc.
	Amount:	$6,991.42, together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorneys fees to which claimant may be entitled

NOTICE IS HEREBY GIVEN that the undersigned, G.T.E. Metal Fabricators, Inc., an Oregon corporation, has a claim for certain materials furnished to Warren Pacific Corporation for and used in the construction of the project described herein, which claim is in the total sum of $6,991.42 as shown on Exhibit "A" attached hereto and incorporated by reference; together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorney fees to which claimant may be entitled, against the bond taken from Warren

Pacific Corporation, the prime contractor on the project and furnished by Industrial Indemnity Co., Bond No. Y18551784, for work on the Fremont Bridge Modifications in Multnomah County, Oregon.

Said materials were furnished and provided by G.T.E. Metal Fabricators, Inc. to Warren Pacific Corporation, the prime contractor on the project, and were used in the construction of the above public works project. Claimant last furnished materials on September 2, 1986.

Demand is hereby made for payment of the above stated indebtedness in the sum of $6,991.42, together with 9% interest per annum thereon from January 11, 1987 until paid if payment is not received by January 10, 1987; and attorney fees to which claimant may be entitled. You and each of you are hereby notified that, unless the amount due and owing is paid forthwith, suit will be instituted upon the bond.

Reference is made to that Notice of Claim dated November 25, 1986 by G.T.E. Metal Fabricators, Inc. This Amended Notice is provided to include in G.T.E. Metal Fabricators, Inc.'s claim a $1,184.40 billing dated December 11, 1986, a copy of which is set forth as Exhibit "B" to this notice.

DATED this 29th day of December, 1986.

G.T.E. METAL FABRICATORS, INC.

By: ______________________

As Its ______________

RECEIVED
DEC 30 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT A

Date	Invoice No.	Description	Amount	Balance
10/22/84	1469	Progressive billing for materials and labor on hand	$7,000.00	$7,000.00
1/2/85		Payment	<6,650.00>	350.00
1/15/86	1820	Progressive billing	1,814.00	2,164.00
1/28/86	1832	Progressive billing	2,200.00	4,364.00
3/26/86		Payment	<2,000.00>	2,364.00
4/17/86	1882	Progressive billing	1,887.00	4,251.00
5/24/86		Payment	<1,000.00>	3,251.00
7/22/86		Payment	<1,000.00>	2,251.00
8/13/86	1978	Progressive billing	2,112.00	4,363.00
9/2/86	2002	Progressive billing	1,444.02	5,807.02
12/11/86	2058	Progressive billing	1,184.40	$6,991.42

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DEC 30 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT "B"

G.T.E. METAL FABRICATORS INC.
P.O. Box 230 Canby, Oregon 97013
(SHOP) 24530 S. Cass Road Canby, Oregon 97013

PHONE (503) 266-6433

12-11-86

To: Warren Pacific Corporation
2310 North Kerby Street
Portland, Or 97227

Reference: Fremont Bridge

Enclosed is an invoice for four (4) 21' plates as of your letter July 16, 1986. This has not been previously billed.

16-1/2 hrs labor	$ 594.00
Subs	$ 393.00
subtotal	$ 987.00
profit	$ 197.40
Total due	$1184.40

Breakdown of previous billings:

Original contract $ 21645.00

Due to many changes and 2-1/2 years to finish the project. This project was billed time and material.

Material	$ 7633.18
118-1/4 hrs labor	$ 4257.00
Subs	$ 1824.00
Subtotal	$ 13714.18
Profit	$ 2742.84
SubTotal	$ 16,457.02
This billing	$ 1,184.40
Total	$ 17,641.42

Date Paid	
1-2-85	$6650.00
3-26-86	$2000.00
5-24-86	$1000.00
7-22-86	$1000.00
Paid to Date	$10650.00
Balance Due	$ 6991.42

Sincerely,

Bill E. Purnell
Project Manager
G.T.E. Metal Fabricators, Inc

BEP/tlr

RECEIVED
DEC 30 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9753

Warren Pacific Corporation
2310 NORTH KERBY STREET
PORTLAND, OREGON 97227
(503) 287-7711

General Contractor
Commercial Industrial
Property Development
Construction Management

December 30, 1986

Dept. of Transportation
Transportation Bldg.
Salem, OR 97310
Attn: Fran Neavoll

Subject: Contract No. 9753; Fremont Bridge Modifications

Gentlemen or Ladies:

With reference to the Notice of Claim dated November 25, 1986 filed by GTE Metal Fabricators Inc, please be advised that we have been directed not to pay this supplier by the State project management until GTE has submitted the certification required in our letter of October 15, 1986, a copy of which is enclosed.

We are in touch with GTE and are urging them to submit the required paperwork so that final payment can be made. We are expecting that, with GTE's cooperation, this matter will be resolved within the next ten days.

Cordially,

Frank M. Warren Jr.
President

cc: Furrer & Scott

RECEIVED
JAN -2 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

no response nec.

Warren [illegible]
2360 NORTH [illegible]
PORTLAND, OREGON [illegible]
(503) 28[illegible]

General Contractor
Commercial Industrial
Property Development
Construction Management

[illegible]

G.T.E. Metal Fabricators Inc.
P.O. Box 230
Canby, OR 97013
Attn: Harold Eubanks

Subject: Fremont Bridge Modifications

Gentlemen:

In accordance with our telephone conversation today, we are enclosing a copy of the certifications which the State Materials Lab and project management require from you for the steel furnished on this project. The certification letters should cover the eight 1" x 58" reinforcing bars and the sixteen [illegible]" x 36 cover plates.

Hopefully the certification letters that the State requires are the same ones you have recently discussed with them. The State has requested that we not make any further payments until this matter is cleared up, which does not appear to be too difficult.

Cordially,

Frank E. Warren Jr.
President

RECEIVED
JAN -2 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

the acceptance of materials because of incomplete or unsatisfactory certifications. The contractor is to be notified immediately that inadequately certified materials are being provided and that consequently acceptance will be delayed.

TYPES OF CERTIFICATIONS

The two general types of certifying statements are the direct certification and the secondary certification. The direct certification is used when the supplier actually performed all the tests for which the results are being certified. The secondary certification is used when the supplier has incorporated material, which has been tested and certified by a third party, into the product the supplier is certifying to the State.

The following is an example of a direct certification:

"I certify that the ________ of ______________________________
(quantity) heat, lot, batch

of ____________________ shipped to ________________________ were
(product) (project)

sampled and tested in accordance with the requirements

of ____
(OSHD Standards No., AASHTO No., or ASTM No.)
and were found to comply with the requirements of these specifications in all particulars.

Copies of all the test results are enclosed herewith (or copies of the test results are maintained in the records of this company for a period of seven years from date of shipment, and will be furnished to the State upon request without cost). Sampling and testing were performed by:

________________________________ on ________________________
(Company) (dates)

(signed) "
____
(title)

Example B

"I certify that the ____________________ (quantity) of ____________________ (product)

shipped to ____ (project)

on invoice No. __________ were fabricated from materials for which mill analyses, test reports, etc., are enclosed (or are on file in the records of this company for a period of seven years from shipping date, and will be made available to the State upon request and without cost).

The ____________________ (product) conforms to the requirements of

____ (OSHD Standards No., AASHTO No., ASTM No.) in all particulars.

(signed) ____________________"
(title)

IDENTIFICATION

Materials covered by certification must be readily identifiable. The identification for steel products is the heat number, which is marked on each piece of finished products such as guard rail and uncoated culvert pipe, or is indicated by tag or color code on products such as reinforcing steel. For coated pipe, a statement in the fabricator's certification will suffice and should state that "All coated pipe shipped under bill of lading number _____ was made from steel heats as indicated below:

_______ pieces of ____ inch - heat number __________"

For cement, the typical mill analysis from which the load is taken must be indicated on the bill of lading and it must be certified that the loading was as indicated. Cement companies send one copy of their certification to

RECEIVED
JAN -2 1987
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

CL 1986-0344
9753.

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

FILED
DEC 23 1986
BARBARA ROBERTS
SECRETARY OF STATE

December 19, 1986

IN REPLY REFER TO
FILE NO.:

CON 5 - 9753

Furrer and Scott
9185 S.W. Burnham Street
P. O. Box 23414
Tigard, OR 97223

Attention: Michael J. Scott
Attorney at Law

We have received your letter dated December 2, 1986, and the Notice of Claim dated November 25, 1986, filed on behalf of G.T.E. Metal Fabricators, Inc., against the following Highway Division contract:

FILED BY:	G.T.E. Metal Fabricators, Inc.
AMOUNT:	$5,807.02 together with 9 percent interest beginning October 2, 1986, until paid, and attorneys fees.
FOR:	Material
AGAINST (PRIME CONTRACTOR)	Warren Pacific Corporation
CONTRACT NO:	9753
PROJECT:	Fremont Bridge (Portland) Section, Stadium Freeway, Multnomah County.
SURETY:	Industrial Indemnity Co.
AGENT:	Corroon and Black of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

Please advise this office when your client's claim has been paid.

bc: ✓Secretary of State-
Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

RECEIVED
DEC 24 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Fran Neavoll
COMMISSION SERVICES

cc: Warren Pacific Corporation
2310 North Kerby Avenue
Portland, OR 97227

Industrial Indemnity Co.
Attn: Bond Department
421 SW Sixth Avenue
Portland, OR 97204

NOTED ON CARD
12-31-86

LAW OFFICES
FURRER & SCOTT
9185 S.W. BURNHAM STREET
POST OFFICE BOX 23414
TIGARD, OREGON 97223

PATRICK J. FURRER
MICHAEL J. SCOTT
MARCIA L. JORY
CYNTHIA A. VAIL

AREA CODE 503
TELEPHONE 620-4540

December 2, 1986

CERTIFIED MAIL, Receipt No. P456 862 933
RETURN RECEIPT REQUESTED

Clerk or Auditor
Department of Transportation
121 Transportation Bldg.
Salem, Oregon 97310

Re:		
	Project/Contract Name:	Fremont Bridge Modifications
	Prime Contractor:	Warren Pacific Corp.
	Claimants Contact with:	Warren Pacific Corp.
	Surety:	Industrial Indemnity Co.
	Bond No.:	Y18551784
	Claimant:	G.T.E. Metal Fabricators, Inc.
	Amount:	$5,807.02, together with 9% interest per annum thereon from October 2, 1986 until paid; and attorneys fees to which claimant may be entitled

Dear Clerk or Auditor:

Enclosed please find a Notice of Claim to be filed on the above-referenced project on behalf of our client, G.T.E. Metal Fabricators, Inc.

Very truly yours,

Michael J. Scott

MJS:kd
Enc.
cc G.T.E. Metal Fabricators, Inc.

RECEIVED
DEC 3 1986
COMMISSION [illegible]
DEPARTMENT OF TRANSPO[illegible]

TO: Barbara Roberts
Secretary of State
136 State Office Building
Salem, Oregon 97310

Clerk or Auditor
Department of Transportation
121 Transportation Bldg.
Salem, Oregon 97310

Warren Pacific Corporation
2310 N. Kerby St.
Portland, Oregon 97227

Industrial Indemnity Co.
421 S.W. 6th Avenue
Portland, Oregon 97204
Attn: Bond Dept.

NOTICE OF CLAIM

Re: Project/Contract Name:	Fremont Bridge Modifications
Prime Contractor:	Warren Pacific Corp.
Claimants Contact with:	Warren Pacific Corp.
Surety:	Industrial Indemnity Co.
Bond No.:	Y18551784
Claimant:	G.T.E. Metal Fabricators, Inc.
Amount:	$5,807.02, together with 9% interest per annum thereon from October 2, 1986 until paid; and attorneys fees to which claimant may be entitled

NOTICE IS HEREBY GIVEN that the undersigned, G.T.E. Metal Fabricators, Inc., an Oregon corporation, has a claim for certain materials furnished to Warren Pacific Corporation for and used in the construction of the project described herein, which claim is in the total sum of $5,807.02 as shown on Exhibit "A" attached hereto and incorporated by reference; together with 9% interest per annum thereon from October 2, 1986 until paid; and attorney fees to which claimant may be entitled, against the bond taken from Warren Pacific Corporation, the prime contractor on the project and furnished by Industrial Indemnity Co., Bond No. Y18551784, for work on the Fremont Bridge Modifications in Multnomah County, Oregon.

Said materials were furnished and provided by G.T.E. Metal Fabricators, Inc. to Warren Pacific Corporation, the prime contractor on the project, and were used in the construction of the above public works project. Claimant last furnished materials on September 2, 1986.

Demand is hereby made for payment of the above stated indebtedness in the sum of $5,807.02, together with 9% interest per annum thereon from October 2, 1986 until paid; and attorney fees to which claimant may be entitled. You and each of you are hereby notified that, unless the amount due and owing is paid forthwith, suit will be instituted upon the bond.

DATED this 25th day of November, 1986.

G.T.E. METAL FABRICATORS, INC.
By: Harold W.
As Its Sec

RECEIVED
DEC 3 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

EXHIBIT A

Date	Invoice No.	Description	Amount	Balance
10/22/84	1469	Progressive billing for materials and labor on hand	$7,000.00	$7,000.00
1/2/85		Payment	<6,650.00>	350.00
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4/17/86	1882	Progressive billing	1,887.00	4,251.00
5/24/86		Payment	<1,000.00>	3,251.00
7/22/86		Payment	<1,000.00>	2,251.00
8/13/86	1978	Progressive billing	2,112.00	4,363.00
9/2/86	2002	Progressive billing	1,444.02	$5,807.02

RECEIVED
DEC 3 1986
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

9753

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: July 10, 1986

In Reply Refer to
File No.:

CON 5

TO: Oregon Transportation Commission

CC 72

FROM: Larry Rulien
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Fremont Bridge Section
Stadium Freeway, Multnomah County
Contract No. 9753

This federal aid bridge modification project is expected to continue until October, 1986. It now appears that the final cost will exceed the project authorization by $94,300 or 16 percent.

After work started on the contract, prudent inspection revealed the necessity of additional work on modification of hanger slots and web holes, removal of stiffener bases and increased traffic protection items. This extra contract work added nearly $65,000 to the cost of the project.

During the work of removing fillet welds, a tendency was noted for cracking into the remaining fillet to occur. To resolve this problem, it was necessary to modify the procedure for weld removal to ensure that all anomalies are satisfactorily remedied. This corrective work is expected to add approximately $40,000 to the project cost.

Contract work has extended well beyond the anticipated completion date. The amount of construction engineering required to properly monitor, inspect and document the added work is also expected to overrun the authorized amount.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

I recommend that the authorization be increased by $94,300 to a new total of $676,867.67. This matter will be on the consent calendar for the July 22 meeting.

LR:HHP:mk

cc: Fred Miller
R. W. Gormsen
C. O.Fredrickson
V. E. Skoog
R. A. Kuehn
George Bell

Form 734-3122

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: July 10, 1986

FROM: O. B. Jackmond
O. B. Jackmond
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Fremont Bridge Section
Stadium Freeway, Multnomah County
Contract No. 9753

This federal aid bridge modification project is expected to continue until October, 1986. It now appears that the final cost will exceed the project authorization by $94,300 or 16 percent.

After work started on the contract, prudent inspection revealed the necessity of additional work on modification of hanger slots and web holes, removal of stiffener bases and increased traffic protection items. This extra contract work added nearly $65,000 to the cost of the project.

During the work of removing fillet welds, a tendency was noted for cracking into the remaining fillet to occur. To resolve this problem, it was necessary to modify the procedure for weld removal to ensure that all anomalies are satisfactorily remedied. This corrective work is expected to add approximately $40,000 to the project cost.

Contract work has extended well beyond the anticipated completion date. The amount of construction engineering required to properly monitor, inspect and document the added work is also expected to overrun the authorized amount.

There are sufficient funds available in the category of work and all the increase is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $94,300. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: R. A. Kuehn
J. D. Howard
B. M. Walton
D. L. Trout

81-125-1387

Contains Recycled Materials

975

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

CON 5
9753

April 10, 1986

John Hanson
Wiss, Janney, Elstner and Associates
330 Pfingsten Road
Northbrook, IL 60062

Report on Field Review
Fremont Bridge Modifications
Multnomah County
Bridge 2529E, Contract 9753

We have reviewed your report dated January 29, 1986 on the field examination of Fremont Bridge Modifications. Federal Highway Administration and this office concur with your comments and findings.

We are pleased to note the modification work and the quality of workmanship meets with your approval. Your suggestions for correcting minor deficiencies have been forwarded to our region office and the Project Manager.

The contractor is nearing the completion of modification work at Panel Point 14 (south tie girder) and 34 (north tie girder) and expects to start working at Panel Point 14 (north tie girder) and 34 (south tie girder) soon. If anything unusual should show up at these locations we will let you know.

We appreciate your time and suggestions for the modification work. This office mailed you two 16 x 20 inch enlarged color prints of the Fremont Bridge on February 26, we hope you have received them.

Walter J. Hart, P.E.
Bridge Engineer

KAK:drh

bc: E. S. Hunter, Assistant Highway Engineer
Herb Schell, FHWA
Al Harwood, Metro
John Howard, Project Manager
C. O. Fredrickson, Construction
K. A. Kamadoli, Bridge

CEIVED
HWY ENGR
APR 11 '86
REFER TO
F.
Info
Inves
R/D
J.R
Sign
Act
File

Form 734-3122

jc

cc Region HST-010 (2) (Dalton

STATE COPY

DC - HNG-32

US Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION ☒ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

RECEIVED
STATE HWY ENGR
MAR 25 '86
REFERRED TO
Fredrickson
by 3/26

REGION NO. 10	REPORT NO. 2	COUNTY Multnomah	DIVISION Oregon
IN COMPANY WITH Mike Kelfforer & Kamal Kamadoli; ODOT and Bruce Johnson FHWA			
DATE OF INSPECTION March 6, 1986	INSPECTION MADE BY H. A. Schell, Division Bridge Engineer		PROJECT NO. IR-405-8(40)303
QUALITY OF WORK Satisfactory	PROGRESS OF WORK Unsatisfactory	TIME ELAPSED 209 %	WORK COMPLETED 82 %

FREMONT BRIDGE SECTION
STADIUM FREEWAY
Bridge Modification

NOTED
W. E. SCHWARTZ

This inspection was performed to evaluate the status of work and to review at the site, items in John Hanson's report to Mr. Hart dated January 29, 1986.

COMPLETED WORK

Core and grinding rat holes PP 14/34	98% Complete
Milling at PP 14/34	58% Complete

NE & SW panels complete except for some reinforcement plate installation and painting.

NW & SE panels. Holes drilled and A490 bolts in place but not tightened.

Boring and milling at the ends of the weld removal is complete except for 2 welds, which will be redrilled, according to Hanson's letter.

Hanger slot modification	100% Complete
Peening at vents	100% Complete
Removal of stiffener bases	100% Complete
Erection of stiffener modification	100% Complete
Peening at floor beams	100% Complete
Web hole modifications	100% Complete
Horizontal & vertical stiffener modifications (202 total)	65% Complete

The following

Document(s)

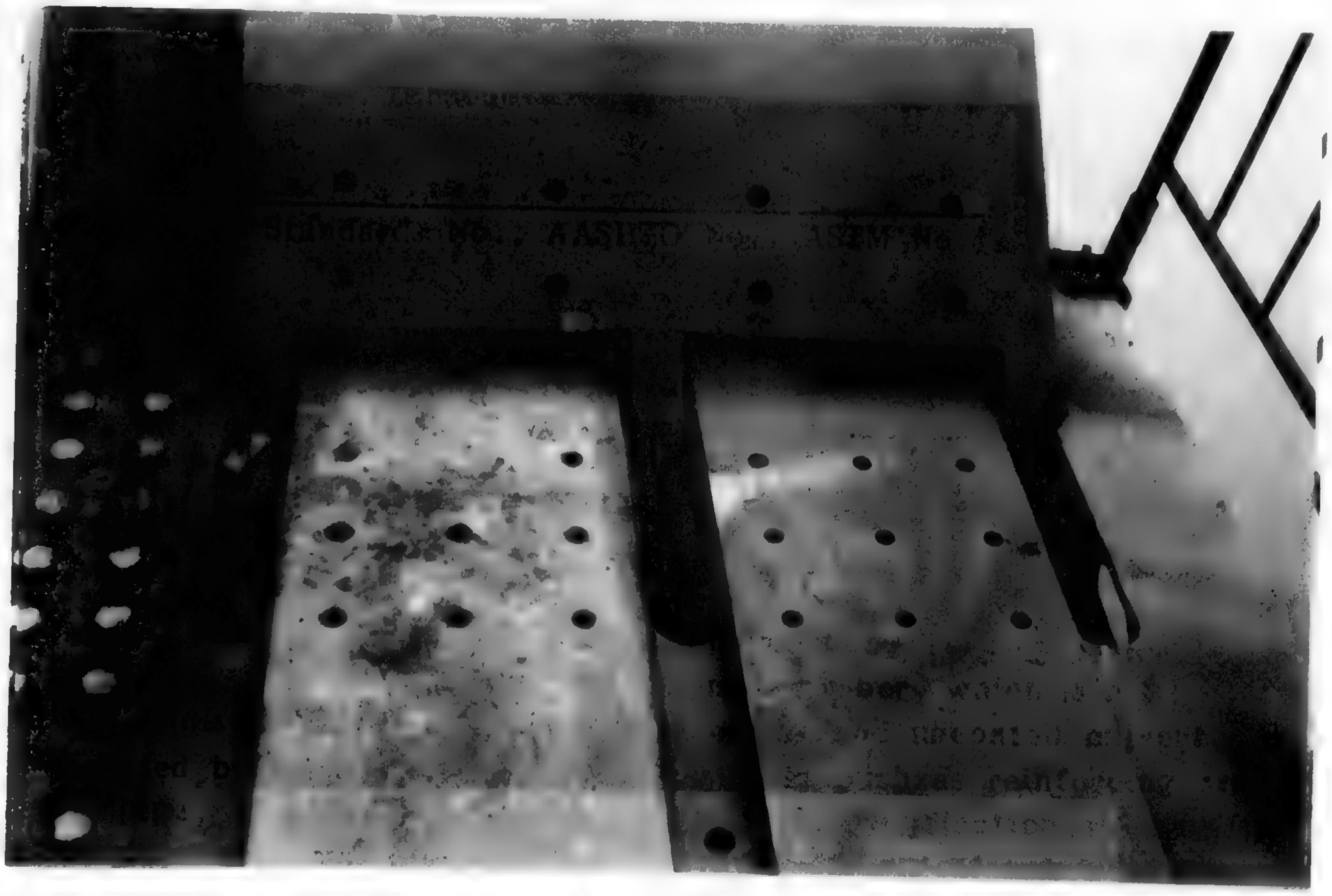
are

Photographs

COMMENTS

* Major work at PP 14/34 has been suspended this winter because of the cold weather. Other minor work was allowed to take place but no fillet weld milling was allowed. The contractor, being very cautious, has used approximately 376 of his 180 calendar days. Some of this time increase was because of changed procedures necessary following milling of one weld which cracked at the weld termination at PP 14/34. The State will ask the contractor to 1), start work April 1, and 2), provide a schedule as to when he expects to complete the project.

Photographs were taken of most of the work and are included in this report along with comments on Mr. Hanson's report, which is attached.



Photograph #1. PP 34 NE & PP 14. Typical seal weld removed. Arch straps/tie girder connections. Note minimum amount of arch flange removed.

Photograph #2. PP 34 NE. Close-up of seal weld removal. Mastic for water control on right side of arch flange plate. Note rat hole clean-up in bottom right section.

Photograph [illegible]. [illegible] section cracking on underside [illegible] 14 SW
[illegible]

[illegible]

OK
OK

[illegible]

Photograph 47. Cat [illegible] ground surface [illegible] 34 KE

[illegible]

Photograph #3. View [illegible] goes through top flange of the girder and transverse [illegible] diaphragm is [illegible]. Removal of [illegible] section of [illegible] has been completed and [illegible] cut [illegible] have been ground smooth [illegible] report.

Phot[illegible] into [illegible]

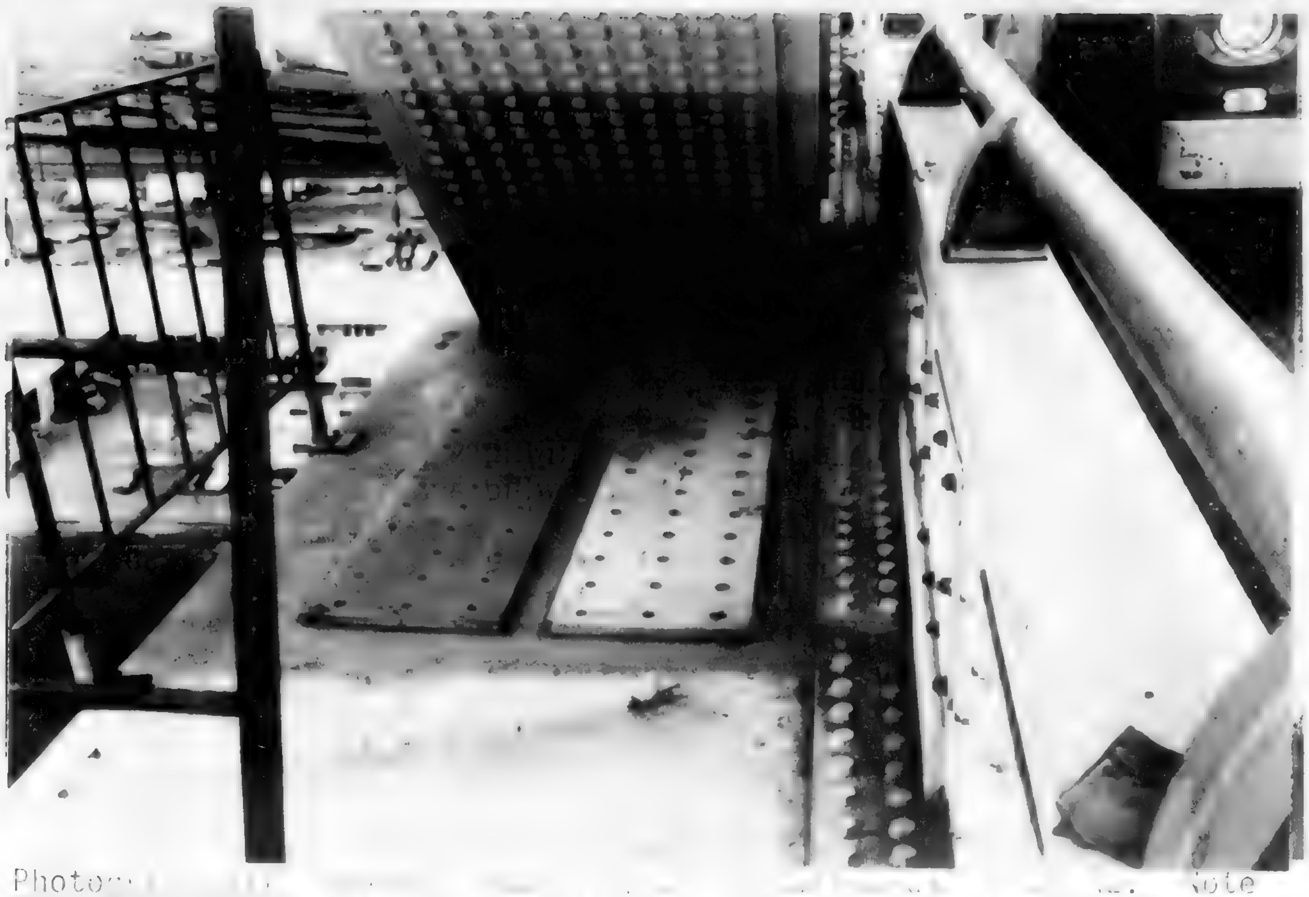
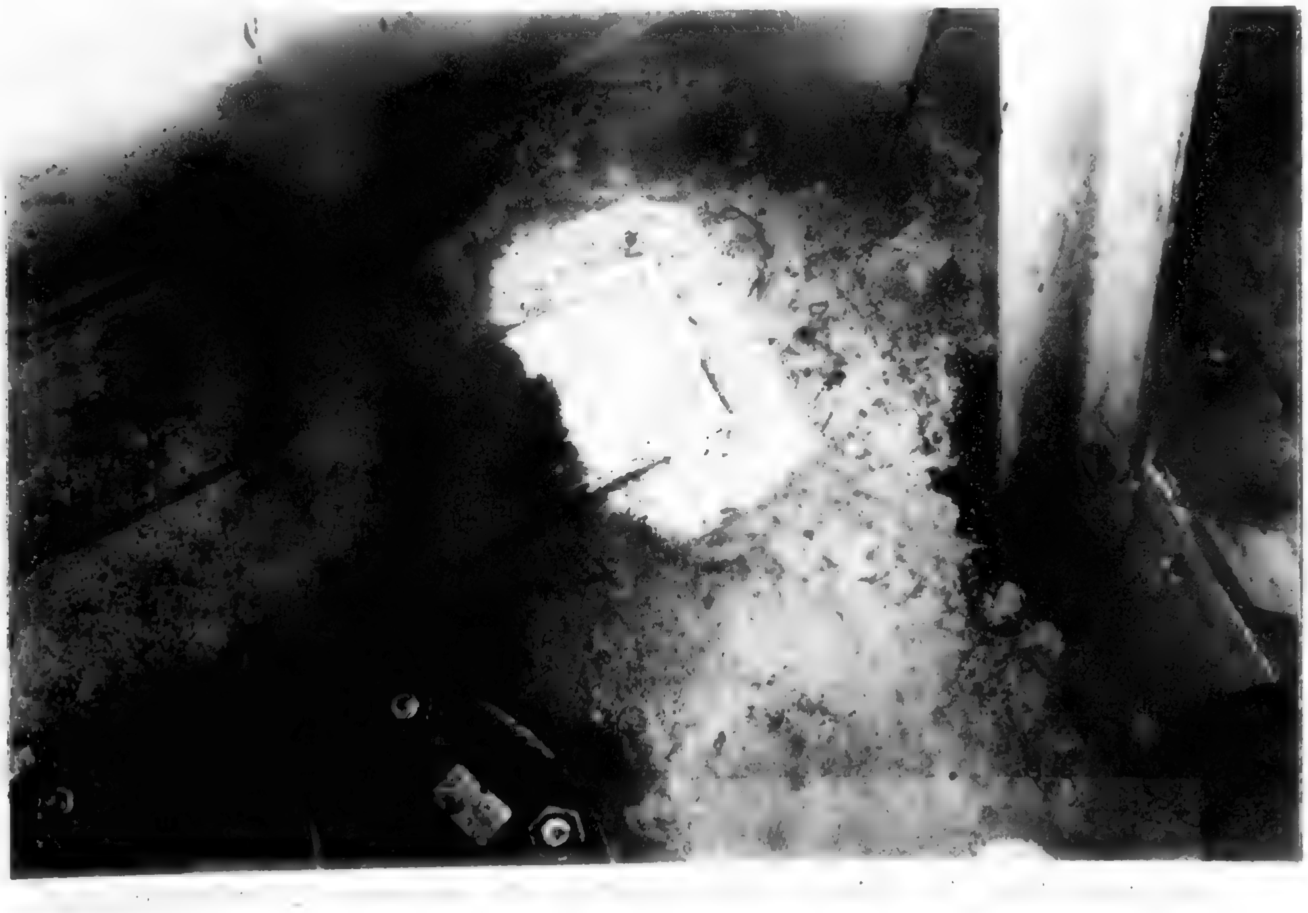


Photo [illegible] Note Hanson [illegible] possible [illegible] if the [illegible] cover plate is not designed and installed properly. The State is studying [illegible]



Photograph [illegible]

Photograph #17. Ends of horizontal stiffener root weld removal by drilling. See Hanson's letter (202 detailed, about 65% complete).

Photograph #18. Overlapping weld removal on horizontal stiffener next to vertical stiffener weld.

Mr. Hanson's January 29, 1986 comments are appropriate and much of the work recommend has been accomplished as shown in the pictures.

1859
VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

CON 5
9753

February 24, 1986

TO: Dale Wilken
Division Administrator
Federal Highway Administration

FROM: Walter J. Hart, P.E.
Bridge Engineer

Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

SUBJECT: Consultant's Report on Bridge Modifications
Fremont Bridge
Multnomah County
Bridge 2529E, Contract 9753

Enclosed find a copy of the consultant's final report on the Fremont Bridge Modifications. Also included is a copy of John Fisher's report on the core taken through the surface crack in the south arch rib strap at Panel Point 14.

We are in agreement with the consultant's observations and discussions and are directing the Metro Region to comply with the consultant's recommendations.

KAK:drh

Enclosure

cc: E. S. Hunter
E. L. Hardt /w/ attachment
A. C. Harwood
John Howard, Project Manager, /w/ attachment
C. O. Fredrickson
Keith Johnston (Materials) /w/ attachment

RECEIVED
STAT HWY ENGR
FEB 25 '86
REFER TO
FOR

Info	[illegible]	R/D	[illegible]	[illegible]	[illegible]	[illegible]

Form 734-3122

STATE OF OREGON

INTEROFFICE MEMO

CON 5
9753

TO: John Howard
Project Manager

DATE: February 24, 1986

FROM: Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

SUBJECT: Bridge Modifications
Fremont Bridge Section
Stadium Freeway
Multnomah County
Bridge 2529E, Contract 9753

This office is still concerned about the contractor's slow work progress for the subject contract.

Please have the contractor submit his latest work schedule for the remainder of the contract. We would like to see the contract completed in its entirety as soon as possible.

KAK:drh

cc: E. S. Hunter
E. L. Hardt
C. O. Fredrickson

RECEIVED
STAT HWY ENGR
FEB 25 '86
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

81-125-1387

jc **STATE COPY** cc: OSHD (Hunter) Wash.D.C.-HNG-32

N

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT

(Check appropriate box)

☐ INITIAL INSPECTION ☒ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

REGION NO. 10	REPORT NO. 2	COUNTY Multnomah	DIVISION Oregon

IN COMPANY WITH
J. Howard, L. Miller; OSHD and G. Kaska, B. Johnson; FHWA

DATE OF INSPECTION August 1, 1985	INSPECTION MADE BY H. A. Schell, Division Bridge Engineer	PROJECT NO. IR-405-8(40)303

QUALITY OF WORK Satisfactory	PROGRESS OF WORK Unsatisfactory	TIME ELAPSED 165 %	WORK COMPLETED 68 %

NOTED
W. E. SCHWARTZ

FREMONT BRIDGE MODIFICATION

This project was inspected because of concern for the small cracking that occurred when completing the seal filler weld removal on the street side of the south girder at PP 14.

1.

Coring and grinding rat holes	98%
Floor beams peened and painted	100%
Milling at stiffener bases	100%
Erection of the connections	100%
Milling at panel point 14 and 34	40%

2. North tie girder PP 34 - Milling out filler welds at cover plates. Coring and grinding of hanger slots.

   South tie girder PP 14 - Milling out the obtuse angle connection.

3. The attached pictures show the condition of rehabilitation at the South girder PP 14. The cracking that occurred can be seen at the end of the pen point in picture 4. This location is in the arch section and traffic side of the section and was evident during the filler weld removal. It is not apparent on the south side. Ultrasound readings indicate a possible small flow in the tie girder at about this same location. We are concerned about this small flaw and the State has contacted Bob Schwinn from San Francisco to review this area in depth with ultrasound and determine if any problem exists. WJ & E also agreed with the review. This course of action is approved.

(Continued)

RECEIVED
STATE HWY ENGR
AUG 20 '85
REFER TO
Fredrickson
FOR
Info Inves R/D D/R Sign Act File

[illegible]
REF[illegible]
FOR
Info Inves R/D D/R Sign

No work will commence on PP 14 North and PP 34 South until work has been completed in the above areas. John Hansen and John Fisher will be on the job August 30, 1985 to review the status of this work.

The contract is lagging. There is no traffic delay however, and it appears that all work will be done before the cold weather sets in.

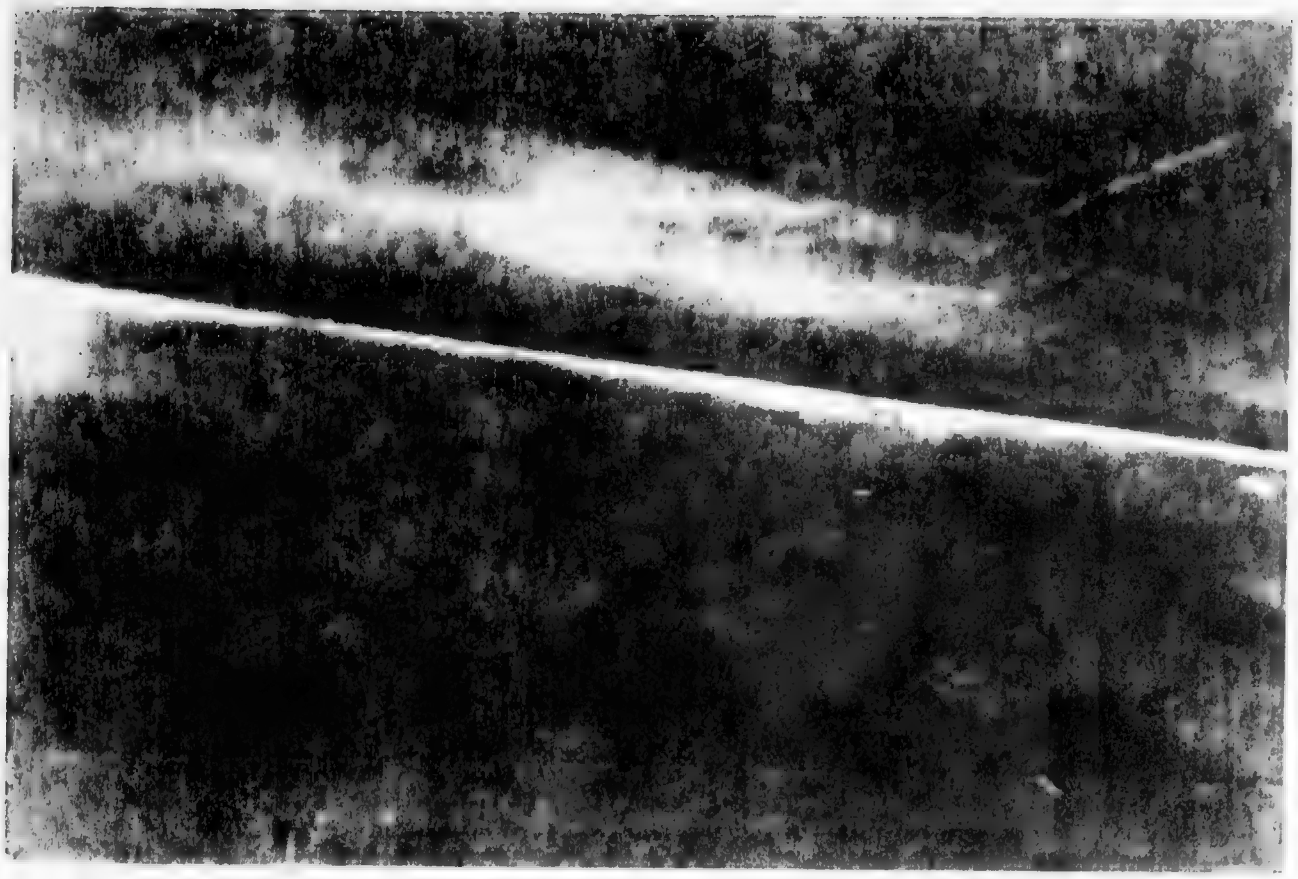
See pictures on following pages.

SOUTHWEST INTERSECTION AND TIE GIRDER
PP 14 SEAL WELD REMOVAL

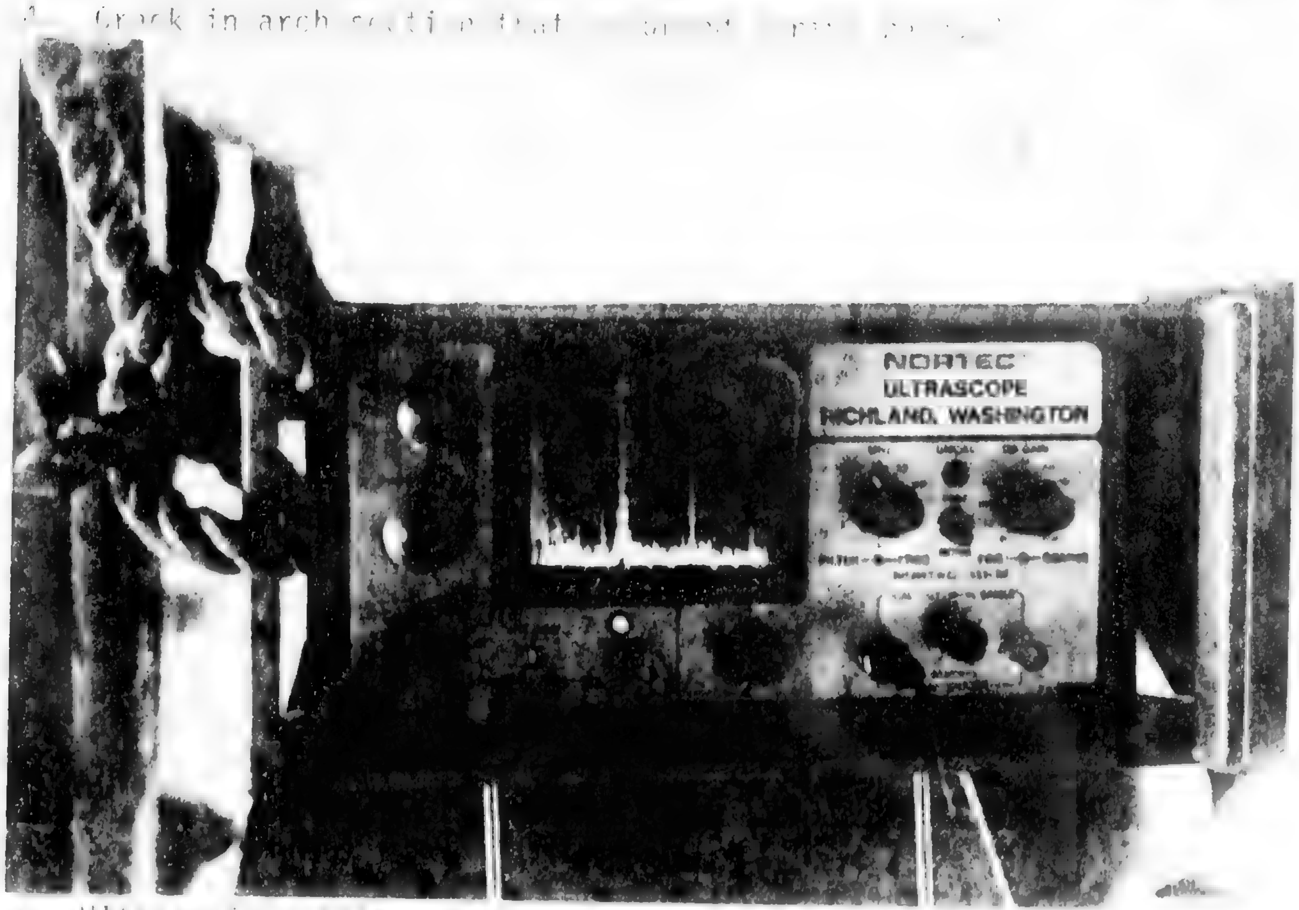
1. Entire edge of Bridge intersection.

2. [illegible]

3. [illegible]



a. Crack in arch section that [illegible]


NORTEC
ULTRASCOPE
RICHLAND, WASHINGTON

b. Ultrasonic reading of tie girder above [illegible] picture. Indication of small flaw in [illegible] girder arch slot.

STATE OF OREGON

INTEROFFICE MEMO

TO: John Howard
Project Manager

DATE: July 1, 1985 CON 5
9753

RIGINAL SIG
ALTER J. HART

FROM: Walter J. Hart, P.E.
Bridge Engineer

SUBJECT: Bridge Modifications
Fremont Bridge Section
Stadium Freeway
Multnomah County
BR 2529
CON 9753

This office is concerned about the contractor's slow work progress for the subject contract. We understand that there is still extensive work to be completed at Panel Points 14 and 34 and that the contractor has yet to work on the hanger slot modifications in the tie girder bottom flange and remove weld returns at the ends of horizontal stiffeners on the girders.

Please have the contractor submit his latest work schedule for the remainder of the contract. We would like to see the contract completed in its entirety not later than September 30, 1985.

We are planning to schedule Dr. John Fisher and John Hansen for a field inspection of the modifications towards the latter part of August 1985. The contractor should have one area of each work item in the contract completed for inspection. These areas should not be painted until after the inspection is complete.

KAK:cma

~~cc:~~ E. S. Hunter
E. L. Hardt
C. O. Fredrickson

RECEIVED
STATE HWY ENGR
JUL 2 '85
REFER TO
FOR
Info | Inves | R/D | D/R | Sign | Act | File

TO BE COMPLETED BY FHWA	U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION	State Oregon
MONTHLY TRANSACTION NUMBER 6-35		County Multnomah
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	Project Number IR-405-8(40)303
MODIFICATION NUMBER 3		

The Project Agreement for the above-referenced project entered into between the undersigned parties

and executed by the Division Administrator on February 21, 19 84,

is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 493,735.00	$ 541,173.00 643,873.
Federal funds	$ 455,322.00	$ 499,069.00 593,778
Other revisions		

dw

This modification is made for the following reasons:

To include increases in construction engineering and construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 4th day of June, 19 85.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~By~~ For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 10-75)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON MAY 30, 1985

FEDERAL AID PROJECT NO. IR-405-8(40)303

Fremont Bridge Section
Stadium Freeway
Multnomah County

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE X334
Fremont Bridge (2,159 Lin. Ft.

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Temp. Barricades	$ 500.00	4	$2,000.00	12	$ 6,000.00
EWO #1	--	--	--	All	18,880.00
EWO #3	--	--	--	All	8,210.00
SFO #1	--	--	--	All	2,160.00
			$2,000.00		$35,250.00

Increase	$ 33,250.00
Subtotal from estimate of November 14, 1984	437,335.48
Subtotal	$470,585.48
Engineering	70,587.52
Total	$541,173.00

Length of Project ----------------- 0.409 mi.

WORK RETAINED IN RESERVE

Horizontal Stiffner End Modification	All Required	$ 85,000.00
Vent Hole Notch Removal	All Required	2,500.00
Miscellaneous Painting	All Required	3,000.00
	Subtotal	$ 90,500.00
	Engineering	12,200.00
	Total	$102,700.00

SUMMARY OF FUNDS (92.22%)

Description	Total Cost	Federal Funds	State Funds
Structure	$541,173.00	$499,069.00	$42,104.00
Reserve	102,700.00	94,709.00	7,991.00
TOTAL	$643,873.00	$593,778.00	$50,095.00

Group 1: 100%
Contract No. 9753
Prefix: 626-1902
Prefix: 626-1093

DDB:me

9783

TO BE COMPLETED BY FHWA

MONTHLY TRANSACTION NUMBER 11-21

PROJECT REPORT NUMBER

MODIFICATION NUMBER 2

U.S. Department of Transportation
Federal Highway Administration

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

Form Approved; O M B No. 04-R2089

State Oregon

County Multnomah

Project Number IR-405-8(40)303

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on February 21, 1984, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$576,875.00	$596,435.00
Federal funds	$531,993.00	$550,031.00
Other revisions		

This modification is made for the following reasons: to include increases in construction costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 16th day of November, 1984.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Wayne

For Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON NOVEMBER 14, 1984

FEDERAL AID PROJECT NO. IR-405-8(40)303

FREMONT BRIDGE SECTION
STADIUM FREEWAY
MULTNOMAH COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE X334
FREMONT BRIDGE (2,159 LIN. FT.)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Remove Stiffener Bases	$ 1,250.00	20	$ 25,000.00	24	$ 30,000.00
Web Hole Modification	65.00	400	26,000.00	624	40,560.00
	Subtotals		$ 51,000.00		$ 70,560.00

Increase	$ 19,560.00
Subtotal from estimate of Feb. 14, 1984	417,775.48
Subtotal	$437,335.48
Engineering	56,399.52
Total	$493,735.00
Length of Project	0.409 mi.

WORK RETAINED IN RESERVE

Horizontal Stiffner End Modification	All Required	$ 85,000.00
Vent Hole Notch Removal		2,500.00
Miscellaneous Painting	All Required	3,000.00
Subtotal		$ 90,500.00
Engineering		12,200.00
Total		$102,700.00

SUMMARY OF FUNDS (92.22%)

Description	Total Cost	Federal Funds	State Funds
Structure	$ 493,735.00	$ 455,322.00	$ 38,413.00
Reserve	102,700.00	94,709.00	7,991.00
Total	$ 596,435.00	$ 550,031.00	$ 46,404.00

Group 1 100%
Contract No. 9753
Prefix: 626-1902
Prefix: 626-1093
WH:bkb

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 10-264		State Oregon
PROJECT REPORT NUMBER		County Multnomah
MODIFICATION NUMBER 1		Project Number IR-405-8(40)303

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on February 21, 19 84, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 576,875	$ 576,875
Federal funds	$ 576,875	$ 531,993
Other revisions	Appn Code 044	

(Note: Additional Federal Funds Collected - $15,589.15)

This modification is made for the following reasons:
"The project agreement executed 2-21-84, is modified to decrease federal-aid participation to 92.22 percent in accordance with P.L. 97-424, Section 145."

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

~~By~~ XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)
For: Dale E. Wilken

FREMONT BR MODIFICATIONS
MULTNOMAH CO
626-1093

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

1153

OMB No. 04-R2089

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NO. 2-157 & 158	U. S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION **FEDERAL-AID PROJECT AGREEMENT**	State Oregon County Multnomah Project No. IR-405-8(40)303

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

Fremont Bridge

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-5-84	0.409

OTHER *(Specify)*

FUNDS PRO RATA 92.22%

ESTIMATED TOTAL COST OF PROJECT $ 576,875.00	FEDERAL FUNDS $ 531,993.00 *

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

*See Additional Provisions on back.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By Larry A. Potter

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Date executed by Division Administrator 2-21-84

Form **PR-2** (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

Gen. Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON FEBRUARY 14, 1984

FEDERAL AID PROJECT NO. IR-405-8(40)303

FREMONT BRIDGE SECTION
STADIUM FREEWAY
MULTNOMAH COUNTY

PROJECT AGREEMENT ESTIMATE

TYPE CODE X334
FREMONT BRIDGE (2,159 Lin. Ft.)

Mobilization		All Required		$ 29,897.00
Temporary Protection and Direction of Traffic		All Required		6,700.00
Temporary Signs	138	Sq. Ft.	13.76	1,898.88
Temporary Barricades	4	Each	500.00	2,000.00
Sequential Arrow Signs	1	Each	4,000.00	4,000.00
Flagmen	300	Hour	25.00	7,500.00
Modification at Panel Points 14 and 34		All Required		170,000.00
Hanger Slot Modification	40	Each	615.00	24,600.00
Peening at Vents	36	Each	888.88	31,999.68
Remove Stiffener Bases	20	Each	1,250.00	25,000.00
Erection Stiffener Modification	16	Each	1,781.25	28,500.00
Peening at Floor Beams	34	Each	865.88	29,439.92
Web Hole Modification	400	Each	65.00	26,000.00
Removal of Debris		All Required		14,340.00
Painting Previously Damaged Areas		All Required		15,900.00
		SUBTOTAL		$417,775.48
		Engineering		56,399.52
		TOTAL		$474,175.00

Length of Project ------------ 0.409 mi.

WORK RETAINED IN RESERVE

Horizontal Stiffner End Modification	All Required	$ 85,000.00
Vent Hole Notch Removal	All Required	2,500.00
Miscellaneous Painting	All Required	3,000.00
	SUBTOTAL	$ 90,500.00
	Engineering	12,200.00
	TOTAL	$102,700.00

SUMMARY OF FUNDS (92.22%)

DESCRIPTION	TOTAL COST	FEDERAL FUNDS	STATE FUNDS
Structure	$474,175	$437,284	$36,891
Reserve	102,700	94,709	7,991
	$576,875	$531,993	$44,882

Reimbursement 100% $576,875 Public Law 97-424, S 145

Group 1: 100%
Contract No. 9753
Prefix: 626-1902
Prefix: 626-1093

DAR:pf

STATE OF OREGON

INTEROFFICE MEMO

CON 5
9753

TO: John Howard
Project Manager

DATE: March 26, 1985

FROM:

ORIGINAL SIG
WALTER J. HART

Walter J. Hart, P.E.
Bridge Engineer

NOTED
E. S. HUNTER

SUBJECT:

Modifications at P.P. 14 and 34
Fremont Bridge Modifications
Fremont Bridge Section
Stadium Freeway (I-405)
Multnomah County
Bridge 2529E, Contract 9753

This office sent you last August a revised procedure for panel points 14 and 34 modifications for the subject contract. During Step 3, when the large fillet welds were removed, development of a crack was noticed in the weld material at the flaired ends. At this time, our office requested a review of the situation by John Hansen of Wiss, Janney, Elstner Associates.

Enclosed find two copies of the consultant's report. This report also covers other areas of the modifications in the subject contract. The report has been reviewed by FHWA, John Fisher and our office and all concur on the consultant's recommendations. Please guide the contractor per the recommendations in the modification work. Step 4 shown on the accompanying drawing should be included in revised Step 3 approved by this office on August 2, 1984.

KAK:smd

Attachment

~~cc E. S.~~ Hunter
Herb Schell /w/ Attach.
E. L. Hardt
A. C. Harwood /w/ Attach.
C. O. Fredrickson

RECEIVED
STATE HWY ENGR
MAR 27 '85
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

CL 1985-0046

[illegible] ED
[illegible] 1985
[illegible] ROB [illegible]

COPY

March 6, 1985

CON 5
#9753

Lindstedt & Buono, P.C.
Attorneys At Law
540 Harrison Square
1800 S.W. First Avenue
Portland, OR 97201

Attention: David J. Buono

Gentlemen or Ladies:

This will acknowledge your letter of February 26, 1985, on behalf of Oregon Sandblasting and Coating, Inc., filing a claim against the following Highway Division contract:

FILED BY:	Oregon Sandblasting and Coating, Inc.
AMOUNT:	$5,650
FOR:	Sandblasting, cleaning & painting (labor and materials
AGAINST (Prime contractor)	Warren Pacific Corporation
CONTRACT NO.:	9753
PROJECT:	Fremont Bridge (Portland) Section, Stadium Freeway, Multnomah County.
SURETY:	Industrial Indemnity Co.
AGENT:	Corroon & Black of Oregon

We will advise the surety and the contractor of the receipt of this claim. We will also forward it to the Secretary of State for filing.

[illegible] C. Gray

3 20-85 js

Please advise this office when your client's claim has been paid.

Sincerely,

ORIGINAL SIGNED
ROBERT W. GORMSEN

Robert W. Gormsen
COMMISSION SERVICES

cc: Warren Pacific Corporation
2310 N. Kerby Avenue
Portland, OR 97227

Industrial Indemnity Co.
421 S.W. 6th
Portland, OR 97204

bc: Secretary of State - Please acknowledge receipt of the attached claim on the enclosed copy of this letter.

COPY

RECEIVED
MAR 8 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

LINDSTEDT & BUONO, P. C.
ATTORNEYS AT LAW

NORMAN L. LINDSTEDT
DAVID J. BUONO

540 HARRISON SQUARE
1800 S.W. FIRST AVENUE
PORTLAND, OREGON 97201
TELEPHONE (503) 222-6881

February 26, 1985

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

State of Oregon
Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: My Client: Oregon Sandblasting and Coating, Inc.
Project: Oregon State Highway Division
Contract #: 9753 - Fremont Bridge Modifications
General Contractor: Warren Pacific Corporation

Gentlemen:

Notice is hereby given that Oregon Sandblasting and Coating, Inc., has a claim for supplying labor and materials, to-wit: sandblasting, cleaning and painting, in the sum of $5,650.00 against the bond obtained by Warren Pacific Corporation, as principal, from Industrial Indemnity Company, as surety, for the work of the Fremont Bridge Modifications, State Highway Division Contract No. 9753.

OREGON SANDBLASTING AND COATING, INC.

By: David J Buono
DAVID J. BUONO
Attorney for Claimant

DJB/nlb

cc: Oregon Sandblasting and Coating, Inc.

CERTIFIED
P 297 205 826
MAIL

RECEIVED
FEB 28 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OREGON DIVISION
The Equitable Center, Suite 100
530 Center Street NE
Salem, OR 97301

March 5, 1985
IN REPLY REFER TO
HFO.6-OR

Mr. H. S. Coulter
State Highway Engineer
102 Transportation Building
Salem, Oregon 97310

Dear Mr. Coulter:

Oregon Project IR-405-8(40)303
Fremont Bridge Modification
Stadium Freeway-Contract 9753, SFO # 1
Multnomah County

We have reviewed Mr. Patterson's February 22, 1985 request for change order approval asking for concurrence in the order for State force work. This work is apparently part of, or an addition to, an existing consultant agreement. It is not necessary for Federal Highway Administration to approve supplemental cost overruns unless additional funding is necessary.

This memorandum will confirm our prior approval for this work and our concurrence in the selection of WJE & Associates to perform the work. Your normal consultant procedures should apply. If the scope of work has changed, a supplemental agreement should be processed. We understand that an order for force work may be necessary for your internal accounting purposes, however, it is not necessary to have FHWA approval. We are returning all copies of force order No. 1 without action.

Sincerely yours,

G.K. Hossner
for Dale E. Wilken
Division Administrator

cc:
OSHD (C O Fredrickson)w/cy att
OSHD (G Potter)
OSHD (H H Patterson)

RECEIVED
STATE HWY ENGR
MAR 7 '85
REFER TO
FOR
Info
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D/R
Sign
Act
File

TAH
WJE

rll

US Department of Transportation
Federal Highway Administration

INSPECTION REPORT STATE COPY cc: OSHD (Coulter)

(Check appropriate box)

☐ INITIAL INSPECTION

XX☒ INTERMEDIATE INSPECTION

☐ PROJECT

☐ INSPECTION-IN-DEPTH

☐ FINAL INSPECTION

REGION NO. 10	REPORT NO. 2	COUNTY Multnomah	DIVISION Oregon

IN COMPANY WITH
John Hanson, WJE; John Howard, Kamal Kamadoli, Keith Johnson, Al Harwood, ODOT and Gary Kasza, FHWA

DATE OF INSPECTION 12/18/84	INSPECTION MADE BY Original Signed by H. A. Schell Division Bridge Engineer H. A. Schell, Div Bridge Engineer	PROJECT NO. IR-405-8(40)303

QUALITY OF WORK Satisfactory	PROGRESS OF WORK See Below	TIME ELAPSED 131 %	WORK COMPLETED 64 %

FREMONT BRIDGE MODIFICATIONS

This inspection was performed primarily to examine with John Hanson and the State, the top fillet weld section of the tie girder and arch weld removal modification work at PP 14 and 34. Some small short cracks have occurred at the root of the fillet weld material immediatley after milling was completed.

Completed Work
Milling at PP 14 & 34 - 34% complete, most of the sections next to the top flange of the tie girder are removed.

Vents & Floorbeams - peening and painting is 98% complete.

Removal of Stiffner Bases - milling grinding and painting of the stiffner bases is 95% complete.

Erection stiffner correction - about 55% of the holes have been drilled and grinding and painting is complete.

Core and grinding of the rat holes in PP 14 & 34 is about 98% complete.

Work in Progress
Contractor is shut down because of cold weather (25°-35°F).

Comments
The fillet weld cracks that occurred in panels 14 & 34 after the milling removal alarmed FHWA and the State. It was felt an expert should examine these welds.

NOTED
W. E. SCHWARTZ
cy
1/4

RECEIVED
STATE HWY ENGR
JAN 10 '85
REFER TO
Fredrickson
FOR
Info | Inves | R/D | D/R | Sign | Act

Form FHWA-1446A
(Rev. 2-84)

John Hanson of Wiss Janey & Elsner & Associates was requested to do the examining and give the State his opinion as to the seriousness of the cracks. We approved the selection of Mr. Hanson and his trip and report.

Mr. Hanson will discuss the problem with John Fisher. At this time he does not feel the problem is critical and that some time for review and thoughtfull analysis is desirable.

A new removal procedure will probably be worked out. Attached is the old procedure and also some pictures of the areas in question.

Work by the contractor is being very carefully completed, however, time has slipped by and the project lags. The work will probably not be compled until next summer.

1723

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STATE OF OREGON **INTEROFFICE MEMO**

TO: E. S. Hunter
Assistant State Highway Engineer

DATE: August 20, 1984

MAI
CON
9753

FROM: Jerald E. Backstrand, P.E.
Assistant Bridge Engineer

SUBJECT: Fremont Bridge Modification

Work is behind schedule because of the complexity of the work and the inexperience of the contractor with state contracts. We anticipate completion of the detail work in November 1984 with possible detail and cleanup work held over until Spring 1985. See attached letter for further information.

JEB:jrb

NOTED
E. S. HUNTER

RECEIVED
STATE HWY ENG
AUG 20 '84
REFER TO
FOR

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81-123-1387

STATE OF OREGON

INTEROFFICE MEMO
CCN 5
9753

TO:

DATE:

FROM:

SUBJECT: Fremont Bridge Modification
Contract No. 9753

The Fremont Bridge modification contract at this time shows approximately 50% of the contract work complete with 5% of the time remaining. The poor progress can be attributed to lack of experience of the contractor and the specialized nature of the work.

In regard to the first reason, the contractor has had few State contracts, was slow in submitting his work procedures which require our approval, and at the start of contract time appeared to be involved in other work. After approval of the work procedures, it was necessary for him to order two portable milling machines which have been on the job approximately six weeks. Securing special drilling equipment and drill bits has also taken time.

This leads to the specialized nature of the work. Each operation requires adapting the equipment for the particular job. The item critical to completion is the work at panel points 14 and 34. The drilling listed in the first three steps of the plan procedure is now in progress. It took approximately four weeks to determine the right combination of drilling equipment and bits to drill the 144 holes through the 1" tie girder web and 3" arch strap at panel point 14 (North Girder). The next corner is going to take one week. The milling machine has been working on the stiffener bases (bid item 10) during the six weeks it has been available. Setup was two weeks for this operation and after six weeks, all 20 locations have been worked on. A second milling operation is still needed to complete this item.

The work at panel points 14 and 34 has five more operations that will require special setups. Assuming three weeks per setup, the earliest work could be completed is the end of November.

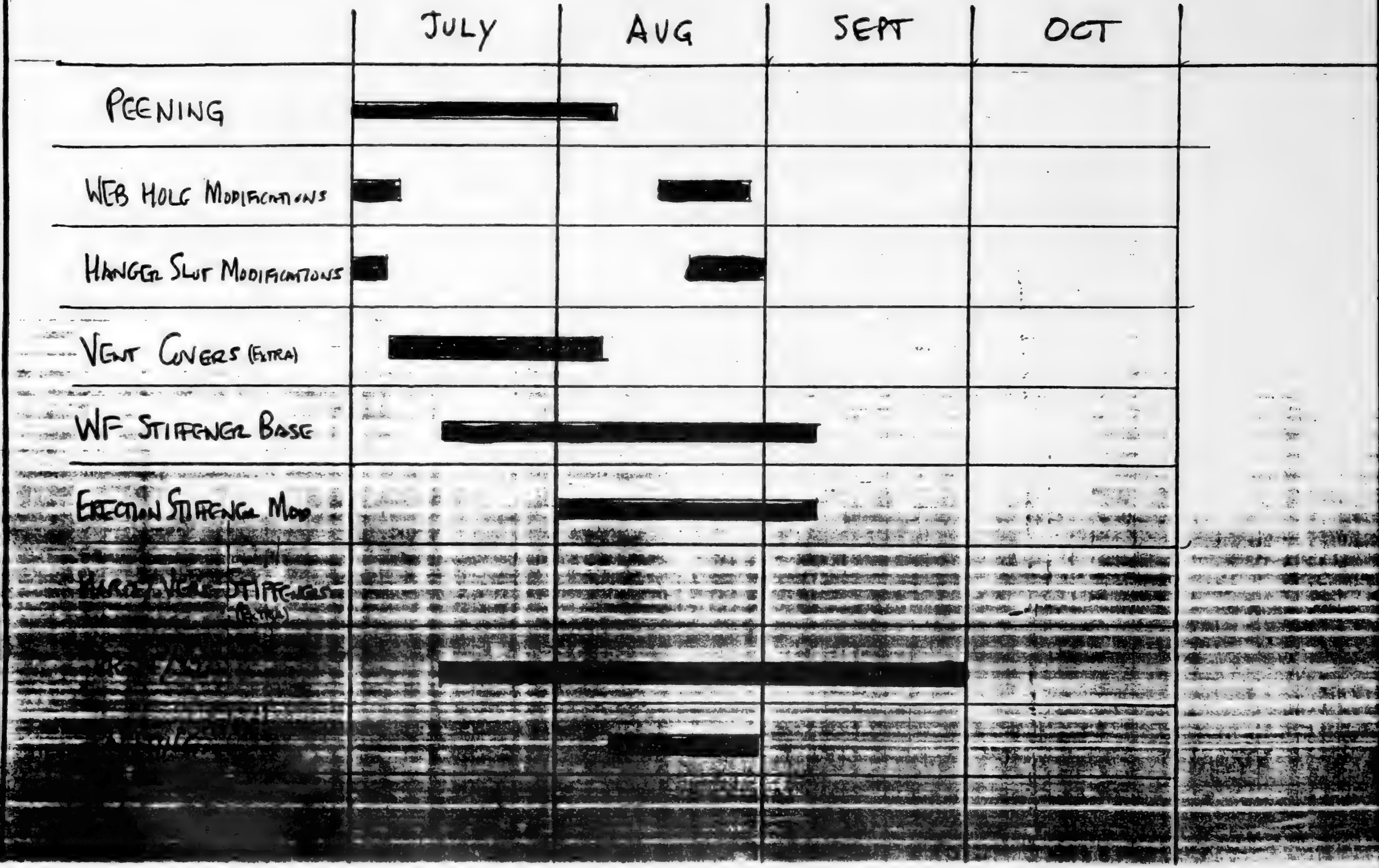
Attached is the contractor's schedule given us recently. It shows completion by the end of September which I do not think is realistic. Since he has had a crew on the job, he has worked continuously with a 5-7 man crew. The work has been done as per the established procedure and the contractor sees no problem in completing the job in an acceptable manner.

Weather could make completion by the end of November unacceptable. The work could be speeded up with more technically qualified people to shorten the setup time. This still leaves final cleanup and painting. It is doubtful this can be accomplished during the wet weather months and a shutdown with final completion in the spring is a good possibility.

Contains Recycled Materials

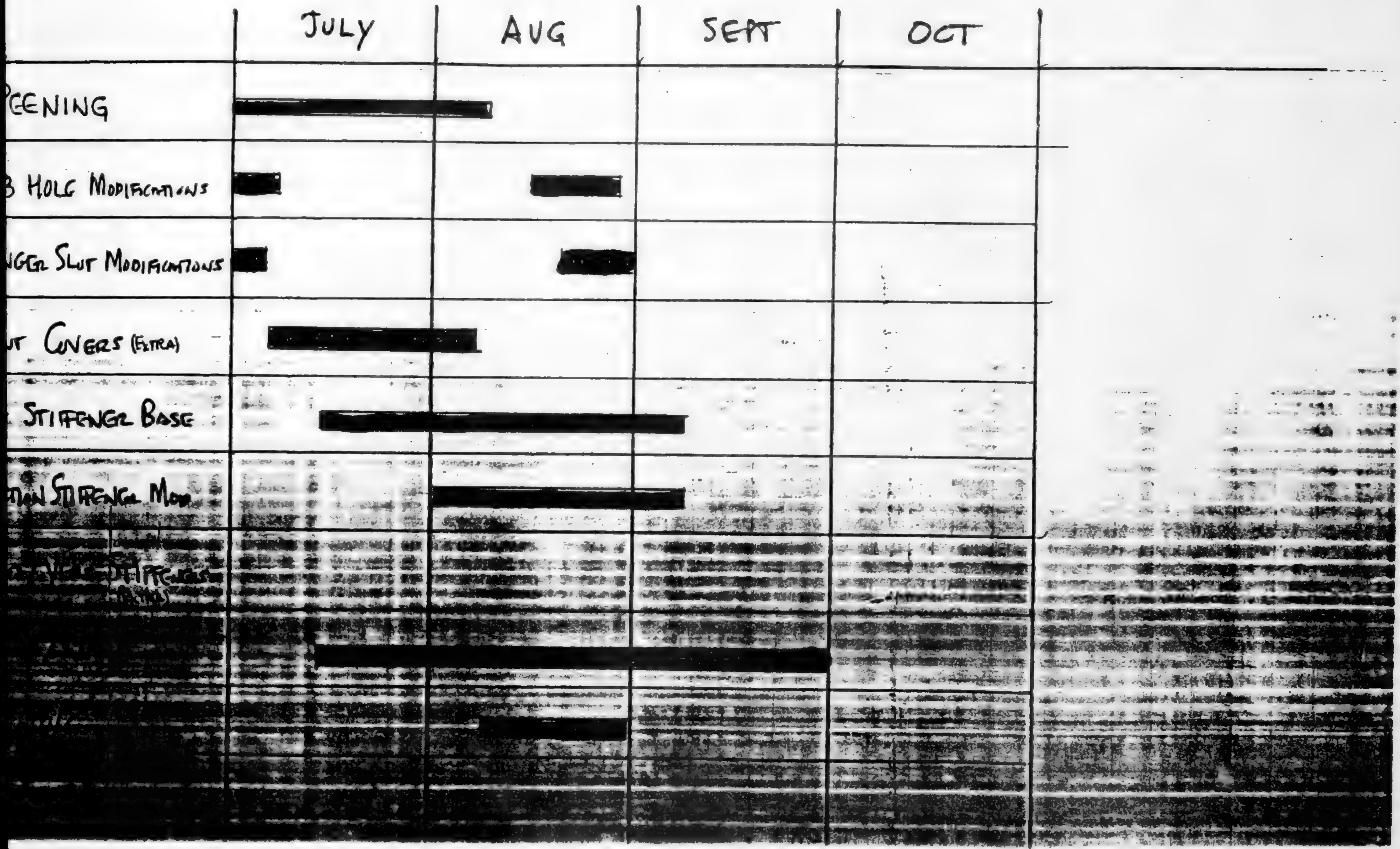
FREMONT BRIDGE MODIFICATIONS

WARREN PACIFIC COR



FREMONT BRIDGE MODIFICATIONS

Warren Pacific Corp.



STATE COPY

rll

US Department of Transportation
Federal Highway Administration

INSPECTION REPORT

cc: OSHD (Coulter)
OSHD (W Hart)

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(Check appropriate box)

☐ INITIAL INSPECTION
X☒ INTERMEDIATE INSPECTION
☐ PROJECT
☐ INSPECTION-IN-DEPTH
☐ FINAL INSPECTION

REGION NO. 10
REPORT NO. 1
COUNTY Multnomah
DIVISION Oregon
IN COMPANY WITH Joh n Howard, OSOT
DATE OF INSPECTION 8/16/84
INSPECTION MADE BY H. A. Schell, Div Bridge Engr
Original Signed by
H. A. Schell
Division Bridge Engr
PROJECT NO. IR-405-8(40)303
QUALITY OF WORK Satisfactory
PROGRESS OF WORK *UnSatisfactory
TIME ELAPSED *88 %
WORK COMPLETED 35 %

FREMONT BRIDGE SECTION
Bridge Modification

NOTED
W. E. SCHWARTZ

This work involves the modification of the steel structure (removal of welds and replacement with bolts, peening) and removal of debris inside the bridge tie girder. The work is contracted to Warren Pacific Corporation of Portland for $417,775.48. The project was awarded 2/14/84 and work started 5/21/84.

Weil Contracting Service subcontracted Items 7 (modification to panel points 14 & 32) and 8 (hanger slot modification) for $160,000. Weil has protable steel milling equipment to perform the work.

Completed Work

1. Modification of PP 14 & 34 - 3/4 of the holes drilled for PP 14 SW side.
2. Peening of welds at vents - complete and painted.
3. Removing of wide flange stiffner bases inside tie grider - partially removed in all areas.

Work in Progress

1. PP-14 SW - 2 drills and 3 men drilling holes.
2. PP-14 NW - 2 men setting up scaffolding for drilling wide flange stiffner - 2 men setting up milling machine inside the tie girders.

NOTED
W. E. SCHWARTZ

Form FHWA-1446A (Rev. 2-84) (Supersedes FHWA-1446 dtd 12-73 & FHWA-1446A dtd 12-73 which are not to be used)

3. PP-38 south girder underside - 1 man and snooper completing the peening of an air vent reinforcement.

*Comments
Work is not progressing adequately on this project. The contractor has abandoned the plasma jet steel weld removal procedure and will use a portable milling machine and a grinder. This is a more predictable procedure. The crew size is only 7 men and they are cautiously proceeding with the work.

At the earliest date without an increase of staff, work will probably extend through November. The State was cautioned about attempting critical work in cold weather. It would be advisable to warn the contractor. This concern was expressed to Marion Craft, Regional Construction Engineer.

STATE COPY

rll

US Department of Transportation
Federal Highway Administration

INSPECTION REPORT cc: OSHD (Coulter)

(Check appropriate box)

☐ INITIAL INSPECTION

☐ INTERMEDIATE INSPECTION
☐ PROJECT
☐ INSPECTION-IN-DEPTH

☒ FINAL INSPECTION

REGION NO. 10	REPORT NO. 1	COUNTY Multnomah	DIVISION Oregon

IN COMPANY WITH
John Howard, Marion Craft and Ken Allmer, OSHD

DATE OF INSPECTION 4/9/84	INSPECTION MADE BY T. P. Lowe, Area Engineer Original Signed by T. P. LOWE	PROJECT NO. IR-405-8(39)303

QUALITY OF WORK Satisfactory	PROGRESS OF WORK Satisfactory	TIME ELAPSED 100 %	WORK COMPLETED 100 %

FREMONT BRIDGE
I-405 STADIUM FREEWAY
Install Work Lights

NOTED
W. E. SCHWARTZ

This project provides for installation of access and inspection lighting inside the main arches and tie girders of the structure.

The contractor completed the plan work within the allowable contract time of 90 calendar days. However, an extension of five days was granted for the contractor to install some cabinets for the ice sensing units. These cabinets had to be ordered which took additional time.

The project manager advised that the final estimated cost would be close to the original authorization of $100,000.

Portions of the complete work were inspected in the field and found to be constructed in accordance with the contract plans and, therefore, acceptance is recommended.

RECEIVED
STATE HWY ENGR
MAY 16 '84
REFER TO
Fredrickson
FOR

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It was noted that electrical conduits inside of the arch girders were installed very close to the access handrail. This was in accordance with the project plans. However, maintenance has pointed out that there is danger of a maintenance worker getting his hand caught between the handrail and the electrical conduit if he should slip. This is a small matter to correct and it was agreed that maintenance will provide some larger spacers between the handrail and the conduit to eliminate the possibility of injury to a maintenance worker.

Form FHWA-1446A
(Rev. 2-84)

(Supersedes FHWA-1446 dtd 12-73 & FHWA-1446A dtd 12-73 which are not to be used)

9753

F

March 16, 1984

Warren Pacific Corporation
2310 N. Kerby Avenue
Portland, OR 97227

CON 5
#9753

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

Contract No. 9753 for modification of the Fremont Bridge in Portland on the Stadium Freeway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc
Encl.

cc: Industrial Indemnity Company
Attn: Bond Department
421 S.W. 6th Avenue
Portland, OR 97204

bc: C. O. Fredrickson
Walt Hart
Robert Church
Jan Peterson
E. L. Hardt
John Howard

Warren Pacific Corporation

2310 NORTH KERBY STREET
PORTLAND, OREGON 97227
(503) 287-7711

General Contractor
Commercial Industrial
Property Development
Construction Management

March 6, 1984

Oregon Dept. of Transportation
Transportation Building
Salem, Oregon 97310
Attn: Robert Gormsen, Commission Services

Subject: Fremont Bridge Modifications, Contract No. 9753

Gentlemen:

We are enclosing two copies of the contract documents for the above referenced contract along with the performance bond and the required insurance certificates.

Cordially,

F M. W Jr

Frank M. Warren Jr.
President

RECEIVED
MAR - 7 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

Warren Pacific Corporation

2310 NORTH KERBY STREET
PORTLAND, OREGON 97227
(503) 287-7711

General Contractor
Commercial/Industrial
Property Development
Construction Management

NOTED
KAY TURNER

February 14, 1984

Oregon Dept. of Transportation
Transportation Building
Salem, Oregon 97310
Attn: John Widmer

Subject: Fremont Bridge Modification #9753

Gentlemen:

Confirming our phone conversation today relative to the MBE requirement for this project, please be advised that we will award the clean up work, Bid Item #14 to Ricardo's Painting, 1752 S.E. Hawthorne Blvd, Portland, Oregon 97214 for $4200.00. This letter supercedes the information provided in our letter dated February 1, 1984. Please let us know if we can provide any further information.

Cordially,

Frank M. Warren Jr.
President

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FEB 16 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

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Warren Pacific Corporation

2310 NORTH KERBY STREET
PORTLAND, OREGON 97227
(503) 287-7711

General Contractor
Commercial Industrial
Property Development
Construction Management

February 1, 1984

Oregon Dept. of Transportation
121 Transportation Building
Salem, Oregon

Subject: Fremont Bridge Modification

Gentlemen:

In response to your verbal request for information relative to our MBE requirement for this project. Please be advised that we intend to award painting work (item #15) to one or both of the following two firms:

1. C & C Sandblasting and Painting Co. P.O. Box 2986 Portland, Oregon 97208	$5000
2. Ricardo's Painting 1752 S.E. Hawthorne Portland, Oregon 97214	$5000

We have not made a firm decision at this time because our effort is being spent on pre award activity.

Cordially,

F. M. Warren Jr.

Frank M. Warren, Jr.
President

FMW/jr

RECEIVED
FEB 1 1984
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

cc Kay Turner

NOTED
H. S. COULTER

Tried to return call
at 5:10 PM Friday 2/24
Wanted [illegible] sub [illegible]
Wall [illegible]

February 16, 1984

DES 23

Daniel W. Kealey, Financial Secretary-Treasurer
Business Representative
International Association of Bridge, Structural
Ornamental and Reinforcing Ironworkers
6701 SE Foster Road
Portland, OR 97206

774-0777

I appreciate your concern that the contractor undertaking the Fremont Bridge Modification Project must possess the necessary qualifications to undertake this demanding work. The Oregon Department of Transportation has held in abeyance a recommendation on award of the contract to the low bidder in recognition that we share that concern.

The members of our technical staff have had several discussions plus a meeting with the low bidder, Warren Pacific. It was their assessment that Warren Pacific within its own organization had limited experience to undertake the Fremont work. The low bidder has proposed to use a subcontractor on the critical phase of the work that they felt was qualified with excellent technical supervisory support personnel. That subcontractor has experience in working to quality standards more stringent than those applied to heavy bridge steel work.

It is the opinion of our technical staff and that of the Federal Highway Administration that Warren Pacific, with the addition of its principal subcontractor, is qualified to undertake the Fremont Project. The Chairman approved award of the contract on February 10, 1984.

NOTED
H. S. COULTER

H. S. Coulter
State Highway Engineer

cc Governor Victor Atiyeh
Earl Kirkland, Columbia Pacific Building Trades

WJH:jrb sl

bc E. S. Hunter
W. J. Hart

'Int'l Assn. of Bridge, Structural, Ornamental and Reinforcing Ironworkers
LOCAL NUMBER 29
1515 S. E. 122ND AVENUE PORTLAND, OREGON 97233 TELEPHONE (503) 256-2823

NEW ADDRESS
67[illegible] S.E. FOSTER RD.
PORTLAND, OREGON 97206
503-774-0777

February 8, 1984

RECEIVED
STATE HWY ENGR
FEB 9 '84
REFER TO
Hunter
FOR

Info	Inves	R/D	D/R	Sign	Act	File
		X				

Scott Coulter
Oregon State Highway Division
Transportation Building
Salem, Oregon 97310

Dear Sir:

As you are aware, the State of Oregon recently put out for contract the repair work on the Fremont Bridge. We are all aware of the structural problems that have plagued this bridge, both in erection and in maintenance. I personally helped to replace the cracked girder during the erection process.

I hold a deep concern over the process that will be utilized to correct the present problems. My concerns not only deal with the hands on process, but with the mental capability and experience of the contractor performing the job. I represent some of the finest bridgemen in the country who work for contractors bidding this job. They also hold a deep concern over the repair procedure on this bridge.

I would strongly urge you to carefully pre-qualify your contractors before awarding this job, for the safety of all Oregonians.

TED
S. HUNTER

Sincerely,

Daniel W Kealey

Daniel W. Kealey
Financial Secretary-Treasurer,
Business Representative

RECEIVED
TECHNICAL SERVICES
FEB 9 '84
REFER TO
Walt Hart
FOR

Info	Inves	R/D	D/R	Sign	Act	File
		X				

DWK:njr
opeiu #11
afl-cio

CC: Victor Atiyeh, Govenor Of Oregon
Earl Kirkland, Columbia
Pacific Building Trades

RECEIVED
FEB 10 1984
BRIDGE SECTION

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

February 9, 1984

In Reply Refer to
File No.
PRO 6-2

TO: Dale E. Wilken, Division Administrator
Federal Highway Administration

FROM: Gary A. Potter, Manager
Program Section

SUBJECT: Fremont Bridge Section
Stadium Freeway Highway
Contract Award

Tentative concurrence is requested in the award of contract for the subject project. The bid was received on January 26, 1984 with Warren Pacific Corporation of Portland, Oregon submitting the low bid in the amount of $417,775.48. The low bid is $54,707.49 or 15% over our Engineer's Estimate of $363,068.00. Five other bids were received in the amounts of $584,800.00, $606,238.00, $613,310.00, $653,750.72, and $868,804.00. There were 40 sets of Plans and Specifications taken out on this project; 23 of which were bidding plans and 17 were informational, indicating a good response to our advertisement.

We have reviewed the contractor's bid prices and recommend the low bid be accepted. Two of our Engineer's Estimate Bid Items, No. 7 and No. 10 should have been higher; No. 7 was due to a revision letter and No. 10 was due to a miscalculation in its difficulty. The net effect of the two revisions to Bid Items No. 7 and No. 10 is to increase the Engineer's Estimate to $441,068.00, or 5 percent over the low bid. Attached is Mr. W. J. Hart's letter of justification for accepting the bid from Warren Pacific Corporation.

We believe it is in the public interest to accept the low bid because of the good competition between bidders and the bidder response (6 bids from 23 bidding plan holders). The project cannot be modified to lessen the work or cost and we feel it is not likely that a lower proposal would be received with another advertising for bids.

Federal Highway Administration Endorsement
Date ______________________
Tentative Concurrence
Dale E. Wilken
Division Administrator

DAR:pf
cc: W. J. Hart
Files

Form 734-3122

Int'l Assn. of Bridge, Structural, Ornamental and Reinforcing Ironworkers
LOCAL NUMBER 29

1515 S. E. 122ND AVENUE PORTLAND, OREGON 97233 TELEPHONE (503) 256-2823

NEW ADDRESS
670[illegible] S.E. FOSTER RD.
PORTLAND, OREGON 97206
503-774-0777

February 8, 1984

RECEIVED
STATE HWY ENGR
FEB 9 '84
REFER TO
1 [illegible]
FOR

Info	Inves	R/D	D/R	Sign	Act	File
			X			

Orig to

Scott Coulter
Oregon State Highway Division
Transportation Building
Salem, Oregon 97310

Dear Sir:

As you are aware, the State of Oregon recently put out for contract the repair work on the Fremont Bridge. We are all aware of the structural problems that have plagued this bridge, both in erection and in maintenance. I personally helped to replace the cracked girder during the erection process.

I hold a deep concern over the process that will be utilized to correct the present problems. My concerns not only deal with the hands on process, but with the mental capability and experience of the contractor performing the job. I represent some of the finest bridgemen in the country who work for contractors bidding this job. They also hold a deep concern over the repair procedure on this bridge.

I would strongly urge you to carefully pre-qualify your contractors before awarding this job, for the safety of all Oregonians.

Sincerely,

Daniel W Kealey

Daniel W. Kealey
Financial Secretary-Treasurer,
Business Representative

DWK:njr
opeiu #11
afl-cio

CC: Victor Atiyeh, Govenor Of Oregon
Earl Kirkland, Columbia
Pacific Building Trades

STATE OF OREGON

INTEROFFICE MEMO

TO: E. S. Hunter
Assistant State Highway Engineer

DATE: February 7, 1984 DES
2529E

FROM: Walter J. Hart, P.E.
Bridge Engineer

SUBJECT: Recommendation on Bid Received
Fremont Bridge Modification Project

RECEIVED
STATE HWY ENG
FEB 8 '84
REFER TO
FOR
Info Inves R/D D R Sign Act File

NOTED
H.S.COULTER

On Friday, February 3, Herb Schell of the FHWA and I met with Frank Warren of Warren Pacific, the firm submitting the apparent low bid on the Fremont Bridge Modification Project. Two representatives of Weil Contracting Service who would be a principal subcontractor for Warren Pacific were also in attendance.

I explained the technical nature of the repair procedures proposed by the bridge project. Mr. Warren explained their general thoughts on the mechanics of making those modifications. Weil Contracting would plan a principal role in the proposed work. Weil is a steel and mechanical contractor with experience in the pressure vessel field. The ASME Code for pressure vessels is more stringent and demanding than the codes for heavy bridge work.

I believe that Warren Pacific would be on shaky ground based on their past experience undertaking the Fremont Bridge Modification work with their own forces. The addition of Weil as a principal subcontractor brings the added experience qualifications and expertise needed to execute the work.

The low bid received was 15 percent over the Engineer's Estimate. The Engineer's Estimate was low on two bid items. A revision letter of January 13 placed restrictions on sequence of the work and significantly impacted Bid Item 7. The impact of that revision was not reflected in the Engineer's Estimate. It would raise the estimate for Bid Item 7 from $180,000 to $240,000. In addition, the Engineer's Estimate failed to properly assess the difficulty of the work involved in removing the stiffener bases in the center span, Bid Item 10. The revised unit bid figure for Bid Item 10 is $1,500. The net effect of the revisions to Bid Items 7 and 10 is to increase the Engineer's Estimate to $441,068, or 5 percent over the low bid.

I recommend award of the Fremont Bridge Modification Project to the low bidder, Warren Pacific.

WJH:jrb

Date 2-8-84

cc Coulter

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TECHNICAL SERVICES
REFER TO
FOR

9753

U.S. Department
of Transportation
Federal Highway Administration

Memorandum

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-405-8(34)301
Fremont Bridge Modifications
Stadium Freeway
Multnomah County

Date: January 18, 1984

From: Division Administrator

Reply to Attn. of: HRB-OR

To: Mr. H. S. Coulter, State Highway Engineer
ATTN: Mr. Walt Hart, Bridge Engineer
Salem, Oregon

Attached are our Washington Office's comments dated January 10, on the Fremont Bridge modification project. Preliminary plans and draft specifications were sent early in December. Also included is a list of qualified inspection agencies (published by the American Society of Metals in 1981) that might be helpful in the selection of qualified people to assist in inspecting the modification work. Additional screening should be anticipated before deciding on a suitable firm.

Dale E. Wilken

cc:
OSHD (W Hart)w/att

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JAN 19 '84
REFER TO
Hunter
FOR
Info Inv. R/D D R Sign Act File

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TECHNICAL SERVICES
JAN 20 '84
REFER TO
FOR

Oregon, Fremont Bridge Modification
Stadium Freeway, Multnomah County

JAN 10 1984

Chief, Bridge Division
Office of Engineering
Washington, D.C. 20590

HNG-32

Mr. M. Eldon Green
RA-10 Regional Federal Highway Administrator
Portland, Oregon 97204

We have reviewed the preliminary repair plans transmitted by the Division along with a route slip dated December 16, 1983.

Our comments are as follows:

1. We suggest that the plans of the existing structure be made available to the contractor for reference and necessary verifications in the field. General Notes on sheet 1 or special provisions may be revised to indicate this.

2. From the procedure description and drawings on sheet 2, it appears as if the repairs are limited to the top of the tie girders. Since the repairs are intended for both top and bottom areas of the girders, we suggest that the notes on this sheet be modified to reflect the said intent more clearly.

3a. Welding symbols should provide adequate welding information on the drawing and should conform to the latest edition of the American Welding Society Publication A2.4, "Symbols for Welding and Nondestructive Testing."

Specifically, on the "Weld Detail" on sheet 3, we have noted the deviation concerning the following requirement:

"When one member of a joint is to be prepared, the arrow should point with definite break towards that member."

3b. Specify prequalified joint designation on sheet 3 where weld details are shown for 1/2-inch thick fabricated plates A and B. Also, the grinding of the weld reinforcement should be such as to provide smooth transition without a break. The direction of the grinding should be parallel to the direction of principal stresses.

4. From Section A-A, sheet 3, we note that at one end of both 1/2-inch thick fabricated plates A and B there is only one row of bolted fasteners. Please check if there should be the same number of fasteners at either end.

5. Page 27, line 6 of special provisions, change "fo" to "of".

6. Page 31, paragraph 6, change "Repairs at Panel Points 12 and 34" to "Repairs at Panel Points 14 and 34". [redacted]

As requested, a list of qualified inspection agencies, (published by American Society of Metals in their journal Metal Progress) is attached.

Stanley Gordon

Stanley Gordon

Attachment

Federal Highway Administration
HNG-32:KVerma:yef:1/6/84:472-7680:Retyped:1/10/84
cc: Files (1) 3115. Division HBR-OR
Reader file 3113
Reader file 3208
Chron file 3115

COMMERCIAL SERVICES U.S.

COMPANY DIRECTORY

ALABAMA

SOCIATED METALLURGICAL CONSULTANTS, INC
X Fifth Ave N
mingham AL 35203 (205)328-3014

CERTIFICATION TESTS Materials, Products CONSULTING SERVICES Engineering, Forensic, Patents, or Legal Testing FAILURE ANALYSIS FORMING TESTS INDUSTRIAL ACCIDENT INVESTIGATIONS Insurance Claims, Product Failures LEGAL ASSISTANCE. MECHANICAL TESTS Creep, Compression, Fatigue, Fracture Toughness, Hardenability, Hardness Impact, Low/High Temperature, Physical Properties, Proof Loading, Stress Rupture, Tension, MICROSCOPIC ANALYSIS Fractography, Grain Size Study Macrography Metals and Alloys, SAMPLE PREPARATION Metallographic Specimens

OMPSON JR., INC . VESTER J
7 Cottage Hill Rd
bile AL 36609 (205)668-2443

CERTIFICATION TESTS Welding, CHEMICAL ANALYSIS Effluents, Gases, Liquids, Metals and Alloys, Trace Elements, CONSULTING SERVICES Engineering, Forensic Patents, or Legal, Quality Assurance/Quality Control, Testing INDUSTRIAL ACCIDENT INVESTIGATIONS Explosions, Fires Insurance Claims, Product Failures, MECHANICAL TESTS Compression, Hardness Impact, Physical Properties, Strain Gage Measurements NONDESTRUCTIVE TESTS Eddy Current, Magnetic Particle Penetrants, Dye or Fluorescent, Radiography X or Gamma Ray Ultrasonic, ON-SITE INSPECTION SERVICES

ARIZONA

LABORATORIES INC
Box 1850 Black Canyon Stage
enix AZ 85029 (602)465-7356

CALIBRATION Instruments CERTIFICATION TESTS Materials Products, COATING TESTS CONSULTING SERVICES Testing FIELD SERVICE Instrument/Apparatus Checks Sample Selection, MECHANICAL TESTS Thermal Shock, NONDESTRUCTIVE TESTS Leak Testing Visual, PRODUCT EVALUATION Durability Field Tests QUALITY ASSURANCE/QUALITY CONTROL Reliability Testing RESEARCH AND DEVELOPMENT Testing Methods

INEERS TESTING LABORATORIES, INC
sion of Western Technologies, Inc
7 E Broadway Rd
enix AZ 85036 (602)268-1381

CALIBRATION Gages Instruments, Testing Machines, CERTIFICATION TESTS Equipment Materials Products, Welding CHEMICAL ANALYSIS Effluents, Fuels, Gases Liquids Metals and Alloys, Nonmetallics Process Solutions, Trace Elements, COATING TESTS, CONSULTING SERVICES Engineering, Quality Assurance/Quality Control, Testing, CORROSION RESISTANCE TESTS, ENVIRONMENTAL TESTS Air Liquid Effluents, OSHA/EPA Surveys Solid Wastes FAILURE ANALYSIS FIELD SERVICE Instrument/Apparatus Checks Sample Selection, FIRE RESISTANCE (FLAMMABILITY) TESTS, INDUSTRIAL ACCIDENT INVESTIGATIONS nsurance Claims Product Failures MECHANICAL TESTS Abrasion, Compression, Dynamic, Fatigue, Fracture Toughness; Hydrostatic; Impact Low/High Temperature, Physical Properties, Proof Loading, Shock Resistance, Strain Gage Measurements, Stress Rupture, Surface Roughness, Thermal Shock; Thermal Fatigue, Torsion; Vacuum; Vibration; MICROSCOPIC ANALYSIS: Grain Size Study, Macrography, Metals and Alloys, Micrography, NONDESTRUCTIVE TESTS: Magnetic Particle, Penetrants, Dye or Fluorescent, Radiography, X or Gamma Ray, Thickness Gaging, Ultrasonic; Visual, ON-SITE INSPECTION SERVICES, PRODUCT EVALUATION Durability; Field Tests, REPAIR OF TESTING EQUIPMENT: Mechanical, RESEARCH AND DEVELOPMENT Materials, THERMAL TESTS, WELD TESTS

FOUR CORNER TESTING LAB., INC.
Div of OMATEST
P O Box 186
Holbrook, AZ 86025 .... (602)524-3422

CALIBRATION Gages, Instruments, Testing Machines, CERTIFICATION TESTS Equipment; Equipment Operators; Materials, Operating Procedures, Products, Welding, CHEMICAL ANALYSIS Effluents, Fuels, Gases; Liquids; Metals and Alloys, Nonmetallics; Process Solutions, Radioactive Materials; Trace Elements, COATING TESTS, COMBUSTION TESTS; CONSULTING SERVICES. Engineering; Forensic, Patents, or Legal; Quality Assurance/Quality Control; Testing; ENVIRONMENTAL TESTS Air; Liquid Effluents; Noise, OSHA/EPA Surveys, Radioactivity, Solid Wastes; FAILURE ANALYSIS, FIELD SERVICE Instrument/Apparatus Checks. Sample Selection; INDUSTRIAL ACCIDENT INVESTIGATIONS. Explosions; Fires, Insurance Claims, Product Failures, Safety LEGAL ASSISTANCE, MECHANICAL TESTS: Abrasion, Adhesion, Creep, Compression, Dynamic; Fatigue; Hydrostatic, Impact, Low/High Temperature, Physical Properties; Proof Loading, Shock Resistance; Strain Gage Measurements, Stress Rupture; Surface Roughness, Torsion, Vacuum, Vibration; MICROSCOPIC ANALYSIS. Ceramics; Grain Size Study, Metals and Alloys; Plastics; NONDESTRUCTIVE TESTS. Eddy Current; Leak Testing, Magnetic Particle, Penetrants, Dye or Fluorescent, Radiography, Neutron, Thickness Gaging, Ultrasonic; Visual; ON-SITE INSPECTION SERVICES; PRODUCT EVALUATION, Durability, Field Tests, QUALITY ASSURANCE/QUALITY CONTROL Quality Systems Analysis; Reliability Testing Sampling, Statistical Analysis, RESEARCH AND DEVELOPMENT Components, Equipment; Materials, Processes, Products, Testing Methods; SAMPLE PREPARATION Mechanical Test Specimens; STRESS ANALYSIS, WEAR TESTS; WELD TESTS

METALS ENGRG. & TESTING LAB.
3629 N 40th Ave
Phoenix, AZ 85019 .... (602)272-4571

CERTIFICATION TESTS: Materials, Welding, CHEMICAL ANALYSIS: Metals and Alloys, Trace Elements; CONSULTING SERVICES Engineering, Quality Assurance/Quality Control; Testing; FAILURE ANALYSIS; HEAT TREATING TESTS, INDUSTRIAL ACCIDENT INVESTIGATIONS Product Failures, MACHINING TESTS, MECHANICAL TESTS. Abrasion; Adhesion, Compression; Dynamic, Hardenability, Hardness, Impact, Low/High Temperature, Physical Properties; Proof Loading, Strain Gage Measurements, Surface Roughness, Tension, Torsion, MICROSCOPIC ANALYSIS: Ceramics, Composites; Fractography, Grain Size Study; Image Analysis, Macrography, Metals and Alloys, Micrography. ON-SITE INSPECTION SERVICES RESEARCH AND DEVELOPMENT Materials, Products, Testing Methods, SAMPLE PREPARATION: Mechanical Test Specimens, Metallographic Specimens; SPECIAL JIGS AND FIXTURES; WELD TESTS

SEM/TEC LABORATORIES, INC
2121 S Priest
Unit 104
Tempe, AZ 85282 .... (602)967-1590

CHEMICAL ANALYSIS. Effluents, Gases, Metals and Alloys, Nonmetallics, Process Solutions; Trace Elements, COMBUSTION TESTS. CONSULTING SERVICES Engineering, Forensic, Patents, or Legal, Quality Assurance/Quality Control, Testing, ENVIRONMENTAL TESTS Air, OSHA/EPA Surveys, Solid Wastes, FIELD SERVICE Sample Selection; INDUSTRIAL ACCIDENT INVESTIGATIONS. Explosions, Insurance Claims, Product Failures, Safety, MECHANICAL TESTS. Hardness, MICROSCOPIC ANALYSIS: Ceramics; Composites, Electron Microscopy; Fractography, Grain Size Study, Macrography, Metals and Alloys, Micrography; Microprobe Analysis; NONDESTRUCTIVE TESTS Visual; ON-SITE INSPECTION SERVICES; QUALITY ASSURANCE/QUALITY CONTROL: Quality Systems Analysis, Sampling; RESEARCH AND DEVELOPMENT. Processes; Testing Methods, SAMPLE PREPARATION Metallographic Specimens

AMERICAN INTERPLEX CORP
3400 Asher Ave
Little Rock, AR 72204 .... (501)664-5060

CHEMICAL ANALYSIS Effluents, Fuels, Gases, Liquids, Metals and Alloys, Nonmetallics, Process Solutions, Trace Elements, CONSULTING SERVICES: Engineering, Quality Assurance/Quality Control, Testing, CORROSION RESISTANCE TESTS, ENVIRONMENTAL TESTS Air; Liquid Effluents, Solid Wastes, FAILURE ANALYSIS, FIRE RESISTANCE (FLAMMABILITY) TESTS, INDUSTRIAL ACCIDENT INVESTIGATIONS Explosions, Fires, Insurance Claims, Product Failures

CALIFORNIA

ACCURATE WELD TESTING LAB
5223 Tweedy Blvd
Southgate, CA 90280 .... (213)564-5870

CONSULTING SERVICES Testing, MECHANICAL TESTS Compression, Fracture Toughness, Hardness, Impact, Physical Properties; Proof Loading, NONDESTRUCTIVE TESTS Penetrants, Dye or Fluorescent, NUCLEAR MATERIALS TESTS; ON-SITE INSPECTION SERVICES; SPECIAL JIGS AND FIXTURES; WELD TESTS

ACOUSTIC EMISSION TECHNOLOGY CORP
1812 J Tribute Rd
Sacramento, CA 95815 .... (916)927-3861

CONSULTING SERVICES Engineering; Testing, NONDESTRUCTIVE TESTS Acoustic Emission, ON-SITE INSPECTION SERVICES, RESEARCH AND DEVELOPMENT Components; Equipment, Products, Testing Methods, WELD TESTS

AEROSPEX CORPORATION
1433 Roosevelt Ave.
National City, CA 92050 ..... (714)474-2988

CONSULTING SERVICES. Engineering, Forensic, Patents, or Legal

AMERICAN SPECTROGRAPHIC LAB , INC
557 Minna St
San Francisco, CA 94103 ... (415)863-0190

CHEMICAL ANALYSIS Effluents, Metals and Alloys, Nonmetallics, Trace Elements

additional sheets to Hart

rll

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. IR-405-8(40)303

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Multnomah

3. FROM

Dale E. Wilken, Division Administrator
FHWA - Oregon Division

4. PROGRAM NO.

5. ITEM NO. 80044

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 1/5/84

8. FEDERAL ROUTE NUMBER Interstate 405

9. STATE ROUTE NUMBER Primary 61

10. GENERAL LOCATION:

Fremont Bridge Section

11. GENERAL DESCRIPTION OF WORK

Weld modifications

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☐ OTHER *(Specify)*

RECEIVED
STATE HWY ENGR
JAN 24 '84
REFER TO Potter
FOR
Info | Intes | R/D | D/R | Sign | Act | File

13. REMARKS

Mr. Potter's 12/28/83 request and certifying statements are accepted.

Orig w/ ad to 1/24

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $514,800. Regular Federal-aid matching ratio, appropriation code 044 in amount of $474,747 and increased Federal share (P.L. 97-424 Section 145) appropriation code 04R in amount of $40,053.

A signed copy of the Title Sheet is returned herewith.

14. DATE 1/5/84

15. SIGNATURE OF APPROVING OFFICIAL G. K. Hessner

16. TITLE for Division Administrator

FORM PR-1240 (Rev. 12-79) . PREVIOUS EDITIONS MAY BE USED

1984 Fremont Bridge Section, 9753
Stadium Freeway in Portland.
(bridge modification) #2

N

PROJEC PROSPECTUS
PART 4 — SURVEY AUTHORITY

(Multnomah)

SEE INSTRUCTIONS ON REVERSE

KEY ID#

SECTION Fremont Bridge

REGION Metro

SURVEY AUTHORITY

AUTHORIZATION NO. 3

PREFIX 626-1902 626--1902

DATE 11-28-83

ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION	ITEM	ESTIMATED COST	CURRENT AUTHORIZATION
901 PROJECT MANAGER	$	$ 52,850	915 AUDITS	$	$	933 SURFACE DESIGN	$	$
902 CITIZEN'S INVOLVEMENT			916 PHOTO-GRAMMETRY			934 GEOLOGY		
903 LOCAL GOVERNMENT			918 LOCATION			935 SOILS		
904 CONSULTANT		378,300	919 ENGINEERING GRAPHICS			936 REGION TRAFFIC		
905 FINAL DESIGN		300	920 PROGRAM MANAGEMENT		1,100	937 HYDRAULICS		
906 BRIDGE DESIGN		66,230	921 SPECIFICA-TIONS		1,100	938 REGION ENVIRONMENT		
907 PRELIMINARY DESIGN			922 ADMIN. SERVICES		25	949 URBAN STUDIES		
909 RIGHT-OF-WAY DESCRIPTION			923 ENVIRONMENTAL SECTION		400	950 TRAINING		75
910 REGION GEOLOGIST			924 D.O.T.			955 R/W RELOC. ASSISTANCE		
911 TRAFFIC SECTION			925 AIR MONITORING			960 PERSONAL LEAVE		
912 LANDSCAPE			926 FOUNDATION		650	980 PUBLIC HEARING		
913 RIGHT-OF-WAY LIAISON			927 FREE BRIDGE DESIGN			908 Field Testing		200
914 REGION UTIL-ITY LIAISON		50	932 RAILROAD & UTILITIES					

TOTALS	$	$ 502,100
PREVIOUS AUTHORIZATION		$ 502,100
ADD. AUTH. REQUIRED		$ -0-

RIGHT-OF-WAY PREFIX

FEDERAL AID PROJECT NUMBER I-405-8(34)303

LOCATION ENGINEER'S REMARKS

This authority is to update to previously approved T.E.C.

The authority is for P.E. for post construction structure modifications.

Versteeg ✓
Anderson
Adams
Macnab
Stoudenmeyer
Terpin
Trout
Wakerlig

RECEIVED
DEC 14 1983
ROAD DESIGN SECTION

Do Not File
Return to
Bring Up
Action

Bring-up to Approved TEC

PREPARED BY Donald Berg, Cost & Records Spec.	DATE 11-28-83	APPROVED, ASST. HIGHWAY ENGINEER FOR OPERATIONS X Dundee G. Schwartz	DATE 12/12/83
RECOMMENDED, REGION ENGINEER X	DATE	APPROVED, ASST. HIGHWAY ENGINEER FOR TECH SERVICES X	DATE
RECOMMENDED, LOCATION ENGINEER X	DATE	FEDERAL HIGHWAY ADMINISTRATION APPROVAL DATE 11-4-77 4-10-78 7-19-79 11-17-80	

734-1914 (7-82)

MAI 14-1-1
Willamette R.
(Fremont Br.)

June 13, 1983

Fremont Bridge Access Lighting and Minor Structural Modifications.

SEE: #9702

F

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

March 22, 1982

John M Hanson
Wiss, Janney, Elstner & Associates, Inc.
330 Pfingston Road
Northbrook, IL 60062

NOTED
E. S. HUNTER

With the receipt of the endorsed copy of your final report on the Fremont Bridge and the acceptance of the report by the Federal Highway Administration, we forwarded your final bill to our Accounting Department for payment. In accordance with the regulations of the FHWA and the laws of the state of Oregon, an audit must be performed prior to final payment being made.

In discussing the expediting of payment of your final bill, our auditor advises that the actual audit will be performed by the Illinois Office of FHWA. The process will take from four to six weeks. As soon as the audit report is received, your final payment will be forwarded to you.

Walter J. Hart, P.E.
Bridge Engineer

cc: ✓E. S. Hunter
E. L. Hardt
John Howard
FHWA

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TECHNICAL SERVICES
MAR 22 '82
REFER TO
FOR

Info	Immed	R/D	U/R	Staff	Act	File

Form 734-3122

9753

March 17, 1982

Fremont Bridge Post-Construction Study

SEE: ORG 7 - Bridges - Fremont - Sp.

97[illegible]

U.S. Department of Transportation
Federal Highway Administration

Memorandum

3-29

THE OREGON DIVISION - SALEM

Subject: Oregon Project I-405-8(34)302
Final Report/Post Construction Evaluation Study
Fremont Bridge (Bridge No. 2529)

Date: March 8, 1982

From: Division Administrator

Reply to Attn of: HBR-OR

NOTED
H. S. COULTER

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Attached is a copy of a telephonic message of our Washington Office comments on the Wiss, Janney, Elstner & Associates, Inc. final report.

The Federal Highway Administration feels that the final report has met the objectives outlined in the Consultant Agreement.

for Dale E. Wilken

Attachment
Memo Gordon to Green, 3-4-82

cc:
OSHD (W J Hart, Br)

[illegible]
3/11

[illegible] recommended [illegible]
[illegible]

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FOR
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U.S. Department
of Transportation

Federal Highway
Administration

Memorandum

Subject: Oregon Project I-405-8(34)302
Fremont Bridge (Bridge No. 2529)
Final Report/Post Construction Evaluation Study

Date: MAR 4 1982

From: Chief, Bridge Division
Office of Engineering
Washington, D.C. 20590

Reply to Attn. of: HNG-32

To: Mr. M. Eldon Green
R-10 Regional Federal Highway Administrator
Portland, Oregon

The final report of the Post Construction Evaluation Study transmitted with your memorandum of February 2 has been reviewed. In general, the final report is considered to have met its objectives. However, based on the following observations, there is a need for surveillance beyond that recommended by the consultant.

1. There are numerous incidents where material toughness properties in the tie girders are below AASHTO specifications.
2. Traceability for some heats of steel is questionable. Mill test reports for several heats of steel are missing and locations of other plates are unknown.
3. The poor workmanship appears to have caused several deficiencies including cracking which is generally associated with areas of incomplete penetration, lack of fusion, and slag entrapment.
4. The following are not discussed in the report:
   - (a) Hardness (Weldment/HAZ/Base metal)
   - (b) Welding procedures, including consumables and low-hydrogen practice.
   - (c) Reasons for unrealistic estimate of K_{IC} from the Charpy V-notch test (CVN) results using Barsom's equation ($K_{Id}^2 = 5E(CVN)$) and temperature shift ($T_{shift} = .75(215 - 1.5\sigma_y)$) at intermediate strain rate. (Please see page 158 of the report).

5. Estimate of the critical crack size in A588 steel is based on $K_{IC}=60$. This appears to be a reasonable value. However, there are some areas in the tie girders which have lower toughness and do not meet current AASHTO requirements. Also, as noted above, in the tie girders there are locations where toughness is unknown because mill test reports are missing for these areas.

CVN (ft. - lbs.) TEST RESULTS

	A588 Top Flange Plate	A588 Bottom Flange Plate
Sample No.	H 7A	B 10A
Plate Thickness (In)	2	3
CVN at -10°F LAST	3	8
CVN at 0°F	3	9
CVN at 40°F	7	12
CVN Required at 40°F (AASHTO Guide Specs.)	25	30

6. In the bottom flange (A588) of the tie girders, there are six known groove welds containing discontinuities which are not in compliance with AWS acceptance criterion. (Please see page 177 of the report). The consultant, Wiss Janney Elstner & Associates, Inc., has recommended that these groove welds receive special attention in the surveillance program. It would be prudent that the surveillance of the butt welds be not limited to routine ultrasonic (UT), radiographic (RT), magnetic particle (MT), and dye penetrant testing (PT), but include the modified UT practice as recommended in the NCHRP 10-13 Final Report No. 242 to detect more accurately the flaw size and its orientation in the butt welds.

Stanley Gordon

F

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

TO: Mr. Dale E. Wilken
Division Administrator
Federal Highway Administration

January 25, 1982

ORIGINAL SIGNED

FROM: Walter J. Hart, P.E.
Bridge Engineer

NOTED
E. S. HUNTER

SUBJECT: Final Report - Fremont Bridge
Post Construction Study

On January 19, we forwarded to your office five copies of the Final Report of the Post Construction Evaluation Study of the Fremont Bridge by Wiss, Janney, Elstner and Associates, Inc. Upon your review, concurrence in the findings and acceptance of this report, the contract for this work will be concluded.

Under the terms of the contract, the consultant is required to submit one copy of the report with his official endorsement (Registered Engineer's stamp) affixed. Upon receipt of this endorsed copy, the Consultant's work under the contract will be complete.

Upon completion of your review, please advise of acceptance of the report by the Federal Highway Administration.

~~cc~~ E. S. Hunter
E. L. Hardt
J. D. Howard
John Jenkins

RECEIVED
TECHNICAL SERVICES
JAN 26 '82
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FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.

October 2, 1981

John Hanson
Wiss, Janney, Elstner & Associates, Inc.
330 Pfingsten Road
Northbrook, IL 60062

Fremont Bridge
Post Construction Study

The May 31, 1981, Draft copy of the Fremont Study Report has been reviewed by Mr. H. A. Schell of the Federal Highway Administration, and Mr. J. Jenkins and myself of the Oregon State Highway Division. The comments on the Draft have been consolidated into a copy of the report which is enclosed.

The comments by Messrs. Sears and Hartbower of the Washington Office of the Federal Highway Administration were expected by September 1. They have not been received to date, but have been promised by October 15.

The following concerns with the Draft report are being forwarded at this time rather than delay a response any longer. The review by Messrs. Sears and Hartbower will be forwarded as soon as it is received. It is also important to have the observations of Dr. Fisher reflected in the final document.

The basic question when reviewing the Draft is how well have the objectives of the study, as outlined on Page 1, been met. The Working Plan of June 8, 1979, set forth seven tasks for accomplishing those objectives (Page 4 of the Working Plan).

The first four tasks were principally inspection and data-gathering tasks. The work on these tasks were carried out expeditiously and is well documented in previous reports and adequately summarized in this Draft.

The demanding part of the Fremont Study lies in Tasks 5 and 6. This is where the results of Tasks 1 through 4 are analyzed, judged and discussed as to their significance, and recommendations made on modifications to the structure. This part of the study has consistently fallen behind schedule.

The Draft Final Report is weak in tying together Chapter 8 with the findings from Tasks 1 through 4 and with the details shown in Appendix C. The same weakness exists in the lack of discussion of those details or location which should receive attention in the annual inspections.

ORIGINAL SIGNED
WALTER J. HART

Walter J. Hart
Bridge Engineer

Enclosure

cc: ✓E. S. Hunter
✓Region 1
John Howard

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TECHNICAL SERVICES
OCT 5 '81
REFER TO
FOR
Info Inves R/D D/R [illegible] Act File

1153

Form FHWA 121 (1/80)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project I-405-8(34)301
Fremont Bridge Post Construction Study

Date: April 17, 1981

From: Dale E. Wilken, Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

We have received Mr. Hart's April 17, 1981 letter requesting a time extension on the above project because the principal investigator had been subpoenaed by the court interrupting his time to review the final report. In view of the fact that we bargained to obtain Mr. Hanson's talents, and the delay was beyond his control, we will approve the request. Please note, however, that further delay might prevent early completion of retrofitting work because of the next winter cold period. If any of the suggested retrofitting is in a critical area, we suggest you initiate a condensed periodic inspection of that area until corrected.

For

Dale E. Wilken

cc:
OSHD (W J Hart, Br)

RECEIVED
STATE HWY ENGR
APR 20 '81
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
Fremont Br.

December 11, 1980

John M. Hanson
Project Manager
Wiss, Janney, Elstner
and Associates, Inc.
330 Pfingsten Road
Northbrook IL 60062

NOTED
E. S. HUNTER

Fremont Bridge Post-construction Study

Your letter of December 8, 1980 requested a time extension from December 31, 1980 to March 31, 1981 to complete all work on the Fremont Study. The requested extension is consistent with the discussions of the Technical Committee at its meeting of December 5 and is approved. It is understood that no increase in funding is associated with this extension.

The time extension will permit the taking and evaluation of a core sample at Panel Point 34S for correlation purposes with the previous UT readings. That correlation data may have a significant influence in deliberations on the extent of retrofitting necessary. The extension will also permit you to combine the structural modification report and the final report into a single composite document. These two phases of the work are interrelated and should be more consistently presented in a single document.

Walter J. Hart
Bridge Engineer

cc Glen L. Green
E. S. Hunter
John Howard
John Jenkins

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FOR

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Form 734-3122

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

FREMONT

NOTED
E S HUNTER

November 3, 1980

Mr. Glen L. Green
Division Administrator
Federal Highway Administration
Equitable Center Suite 100
530 Center Street N. E.
Salem, OR 97301

NOTED
E S HUNTER

Draft Copy
Structural Modification Report
Fremont Bridge Post-
Construction Study

Attached are four copies of the draft of the Structural Modification Report for the Fremont Bridge prepared by Wiss, Janney, Elstner & Associates, Inc. One copy is for your review—one for transmittal to your Regional Office—and two copies for transmittal to your Washington, D.C. office for review by Mr. Sears and Mr. Hartbower.

I anticipate that a meeting of the Technical Committee for the Fremont Study may be necessary after the report has been reviewed. This will be discussed with you later.

ORIGINAL SIGNED
WALTER J. HART

Walter J. Hart
Bridge Engineer

Attachment (4 copies)

cc John Jenkins /w/ attach.
E. S. Hunter /w/ attach.
H. S. Coulter

RECEIVED
TECHNICAL SERVICES
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REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

RECEIVED
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NOV 4'80
REFER TO
Hunter

FOR

Info	Inves	R/D	D/R	Sign	Act	File

Form 734-3122

Wiss, Janney, Elstner and Associates, Inc.

STRUCTURAL MODIFICATION REPORT
FOR
THE FREMONT BRIDGE

by

John M. Hanson

Michael J. Koob

Boris Bresler

for the

OREGON STATE HIGHWAY DEPARTMENT

WJE No. 78646

DRAFT

October 15, 1980

WISS, JANNEY, ELSTNER AND ASSOCIATES, INC.
330 Pfingsten Road
Northbrook, Illinois 60062

(312) 272-7400

RECEIVED
OCT 28 1980
BRIDGE SECTION

TABLE OF CONTENTS

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2. REVIEW OF COMPLETED WORK 3
3. FINDINGS FROM VISUAL INSPECTIONS 9
4. REPAIR AND RETROFITTING 23
5. CONCLUSIONS 26
6. APPENDIX A 28
7. APPENDIX B 43

STRUCTURAL MODIFICATION REPORT
FOR
THE FREMONT BRIDGE

by

John M. Hanson
Michael J. Koob
Boris Bresler

for the

OREGON STATE HIGHWAY DEPARTMENT

WJE No. 78646

October 15, 1980

INTRODUCTION

A comprehensive post-construction evaluation study of the Fremont Bridge was initiated in February, 1979. The objective of this study is to assess the long-range performance of main load-carrying, non-redundant tensile members and components of the structure. The study is to include the development of retrofitting procedures, which are the subject of this report, and the development of a plan and manual for ongoing surveillance, which will be part of the final report.

The Fremont Bridge is a 3-span, stiffened steel tied arch having a total length of 2159 ft, as shown in Fig. 1. The center span is 1255 ft, while the back spans are 552 ft. The 4 ft by 4 ft box-shaped arch ribs are fabricated from ASTM A514 steel, while the 4 ft by 18 ft box-shaped tie girders are fabricated from A36, A441, and A588 steel.

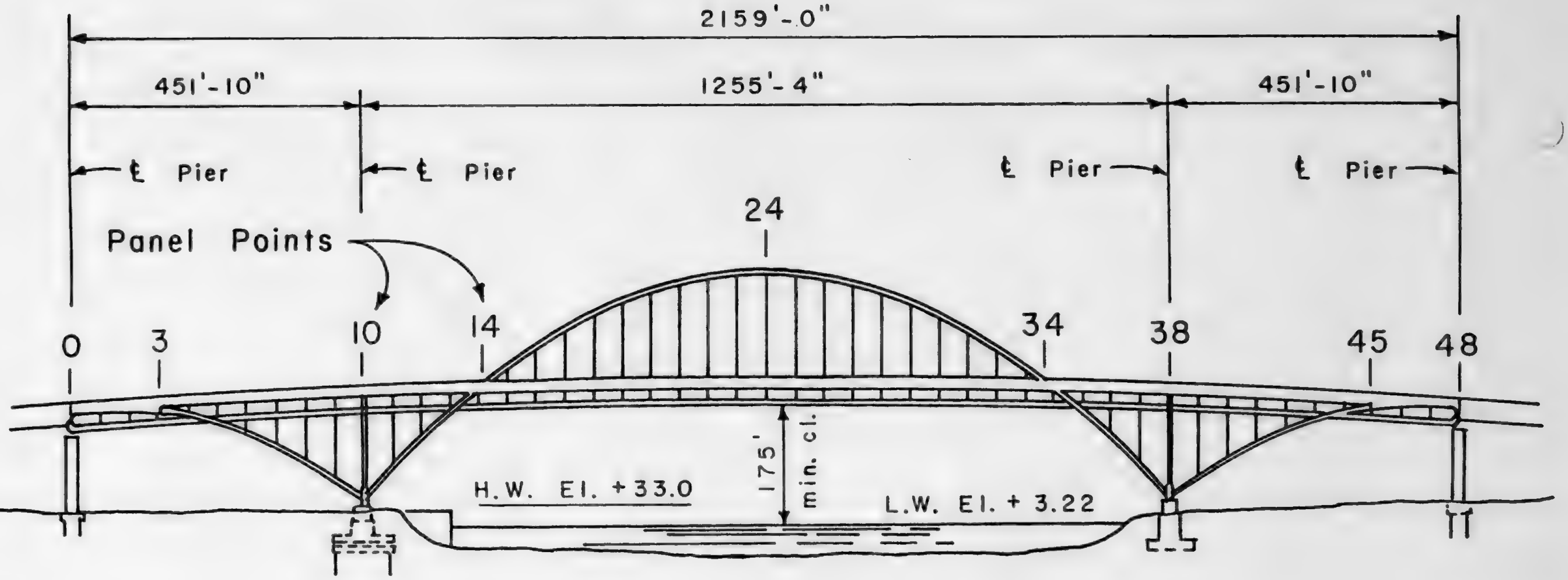
2159'-0"
451'-10"
1255'-4"
451'-10"
℄ Pier
℄ Pier
℄ Pier
℄ Pier
24
Panel Points
0
3
10
14
34
38
45
48
175' min. cl.
H.W. El. +33.0
L.W. El. + 3.22

Fig. 1 - Elevation of Fremont Bridge

An orthotropic top deck is constructed integrally with the tie girders carrying four lanes of westbound traffic. The bottom deck, carrying four lanes of eastbound traffic, is a reinforced concrete slab supported on stringers and floor beams. In the middle 896 ft of the bridge, where the arch ribs are above the tie girders, the bottom deck is suspended by hangers from the tie girders. At either ends of this middle portion, the bottom deck is framed into compression struts extending between the arch ribs and the tie girders.

Construction of the Fremont Bridge was completed in 1973. During construction, a major brittle fracture occurred in the south tie girder near the west end of the bridge, at the beginning of the arch rib. This location is referred to as Panel Point 3. As a result of the fracture, a major modification was made in the structure at this location and the other three similar locations.

After completion of the bridge, a number of potential problem areas were identified during inspections by Oregon State Highway Department (OSHD) personnel. These potential problem areas include cracks and discontinuities found in welds in the vicinity of the junction of the tie girders and arch ribs at locations referred to as Panel Point 14, and also cracks found in welds of wide flange stiffeners located at intervals along the tie girders webs.

REVIEW OF COMPLETED WORK

Four primary tasks have been completed since the initiation of this study in February, 1979 as follows:

1. Project orientation, visual inspection and development of a Working Plan.

2. Review of previous analyses and additional analyses.
3. Field inspection and testing at selected locations.
4. Microscopic examination of cracks and materials testing and evaluation.

The visual inspection of the bridge was performed by WJE personnel and by Dr. John W. Fisher. A summary of the observations made during the visual inspection is presented in Chapter 3 of this report.

Most of the inspection was done in March, 1979. Some supplementary inspections have also been made during other visits to the bridge, mainly during the course of the field testing in July, 1979. These visits also provided opportunity for discussions with various OSHD personnel and for review of records and plans that were stored at 1919 N.W. Thurman Street.

A Working Plan, dated May 7, 1979, was developed and submitted to the Technical Committee. This Plan was reviewed at a meeting on May 21, 1979, and following some revisions was subsequently approved by OSHD on June 21, 1979.

Ammann and Whitney performed a review of previous designs and analyses of the bridge by Parsons, Brinkerhoff, Quade and Douglas and by Howard, Needles, Tammen and Bergendoff. They agreed that the computed stresses under standard loadings do not exceed the basic design values given by the AASHTO specifications (1).

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(1) Standard Specification for Highway Bridges, American Association of State Highway and Transportation Officials, Twelfth Edition, 1977.

Ammann and Whitney also made an additional analysis as an aid to determining stress ranges at critical details and to identifying non-redundant tensile members, which was transmitted to WJE in October, 1979. The explanatory portion of their report was distributed to the Technical Committee on February 28, 1980. A summary of Ammann & Whitney's work was presented at the meeting of the Technical Committee on April 16, 1980. They concluded that the critical non-redundant tensile members are the tie girders. They also concluded that the computed stress ranges at critical locations, under prescribed AASHTO loadings, substantially exceed values allowed by the AASHTO specifications (1).

WJE carried out a finite-element analysis of the region around the intersection of the tie girder and arch rib. This analysis was described in a report titled "Special Analytical Studies" dated March 1, 1980. It was concluded that there are no severe stress concentrations in the vicinity of Panel Point 14, although the junctions of the arch rib and the top and bottom flanges may need further attention, either by analysis or possibly by instrumentation and testing. The highest stresses due to applied loads were found in the bottom flange of the tie girder, while the highest stresses due to thermal effects were noted in the top flange.

Two reports on the field inspection and testing have been completed. The non-destructive testing carried out by Testing Engineers, Inc. was described in a report dated August, 1979. The field testing of the bridge was summarized in a report entitled "Field Testing of the Fremont Bridge" dated March 1, 1980.

The following areas were examined by Testing Engineers, Inc.:

1. Butt welds and 12 in. of adjacent plate in the A514 arch rib straps through the tie girders.

2. Fillet welds connecting arch rib straps to side plates of tie girders.
3. Corner welds in arch ribs immediately above and below the tie girders.
4. Slots through top and bottom flanges of the girders for arch rib straps.
5. Groove welds in top and bottom flanges of tie girders.

The examination, which was made by ultrasonic or magnetic particle testing, revealed a number of sizable discontinuities, particularly in the arch rib straps and the corner welds in the arch ribs. However, consideration of the location and orientation of the discontinuities, and the state of stress, indicates that they generally should not adversely affect the performance of the bridge. There were several locations where the ultrasonic defect rating in the groove welds in the bottom flange of the tie girders was equal to or less than +8 db. A retrofitting procedure for these locations is included in this report .

The field testing in July, 1979 revealed that the behavior of the bridge was more dependent on temperature than on traffic. As the sun passed over the bridge, the exposed surface of the south and then the north tie girder absorbed substantial heat. The maximum measured temperature was 144 degrees F, occurring on the top flange of the south tie girder on July 16, 1979, when the ambient temperature was 90 degrees F. Surfaces not exposed to the sun were always close to the ambient temperature. Temperature differentials between the top and bottom flange plates of 50 degrees F, and between the outside and inside web plates of 20 degrees F, were measured in both tie girders.

Strain measurements indicated that the state of stress in the tie girders in the vicinity of the arch ribs was highly complex. Maximum daily stress ranges due to temperature variations in the longitudinal direction of the tie girders were about 10 ksi on hot days. Where local bending occurred in the webs, the maximum daily stress ranges due to temperature variations were about 20 ksi.

Comparison of strain readings on two days of comparable temperature, with light and heavy traffic, indicated that the stress range due to traffic was of the order of 1 to 2 ksi.

During the field testing program, the bridge was subjected to a controlled loading test using 4 heavy vehicles weighing a total of 177,100 lbs. This test was conducted early in the morning, to minimize temperature effects. When the vehicles were positioned at successive panel points, the maximum stress change measured on the instrumented cross sections near Panel Point 14 in the north tie girder was 750 psi. The maximum stress change at any of the instrumented details was 2150 psi. The maximum stress change in the bottom flange of the north tie girder near Panel Point 42 was 1200 psi.

Subsequently, the group of vehicles was run across the bridge at a speed of 15 mph, and dynamic readings were made of the strain response at the instrumented details. The mesured response was essentially the same as when the group of vehicles was positioned on the bridge. Running the vehicles over 2-in.-thick boards placed across the roadway also had only a slight magnifying effect on the strain readings.

Dynamic recordings of strain in the vicinity of the 12 selected details were made during typical traffic conditions. The passing of heavy vehicles typically caused stress ranges up to 1000 psi. During a 4 hour period from about 10:30 A.M. to 2:30 P.M. on July 17, 127 cycles were distinguishable on a continous record of 8 gages located at four of the details where the measured strains were larger than the other details. The stress range for these cycles varied from about 200 psi to 2000 psi.

The largest measured dynamic strains corresponded to a stress range of about 3000 psi. This event was associated with the passage of a heavy mobile crane.

After the field testing was completed, a total of 52 cores were removed from the bridge by Northwest Marine Iron Works. Thirty-four of these cores were sent to Materials Research Laboratory, Inc., along with three additional pieces of A588 plate from material that was scrapped when the lower part of the tie girder at Panel Point 3 was repaired. Tests to determine the toughness of the steel, by Charpy V-notch and compact tension specimens, were conducted. The results indicated that the toughness of the steels in the bridge was variable, but the majority of the Charpy V-notch test results exceeded the minimum AASHTO requirement of 15 ft lbs at 40 degrees F.

Eighteen of the cores from the bridge were subject to metalographic and fractographic examination by Dr. John Fisher. Evidence of cracking at the weld toe was found in one of the cores taken at the intersection of the transverse and longitudinal stiffeners. The cracking appeared to be due to fabrication, as there was no indication of propogation. Extensive weld root cracking was found in cores taken through welds at the base of the wide-flange stiffeners, some of which appeared to be growing. However, the cracking appeared to be associated with thermal stress cycles, and its location was not critical.

Cracking was not found in cores taken through fillet welds connecting the arch rib to the top and bottom flanges of the tie girder. It appears that previous grinding by OSHD forces had removed the cracking at the corners of these regions. Examination of the cores, however, revealed conditions that are highly susceptible to crack growth. Severe defects and significant crack-like conditions were found in cores taken through the webs of the tie girders, at locations near Panel Point 14, where small pieces of plate had been groove welded into cut outs required to make the butt welds in the flanges.

FINDINGS OF VISUAL INSPECTIONS

During a period of approximately ten days, in late March, 1979, an inspection was made of the Fremont Bridge by WJE personnel. Dr. John W. Fisher of Lehigh University and Mr. Robert Goldsmith of Ammann and Whitney participated in this inspection, for a more limited period of time. Dr. Fred Chang of Ammann and Whitney and Mr. Robert Schwein of testing Engineers, Inc. were also at the site during this period, although they were mainly concerned, respectively, with reviewing previous analysis and planning for the non-destructive testing.

As noted earlier, some supplementary inspections were also made by WJE personnel and during other visits by Dr. John Fisher.

The inspections were essentially limited to the tie girders and to the portions of the arch ribs within and immediately adjacent to the tie girders. Most of the observations were made from inside the tie girders, although OSHD provided a lift vehicle, at our request, for specific observations on the outside of the tie girders. Ladders were used to make observations in the upper part on the inside of the tie girders, although the lower part received the more intensive examination.

The objective of the inspections was to observe conditions which potentially may have an adverse effect on the long-term performance of the bridge. However, the inspections were not carried out with the aim of observing or identifying all of the locations where these conditions exist.

It should be noted that both the outside and inside of the tie girders were coated with a thick layer of paint. Streaks, overlaps, or breaks in the paint are very deceptive, and frequently appear like a crack in the steel, particularly in locations which are difficult to paint. A limited amount of very light grinding was performed at a few locations, but no cracks were found.

A summary of observations made during the inspections, including those provided by Dr. John Fisher and Mr. Robert Goldsmith, is presented in Appendix A.

In highlighting the observations, the area of the junction between the arch ribs and tie girders, referred to as Panel Point 14 (but also including Panel Point 34), will be considered first, followed by the remainder of the tie girders. It should be noted that the observations dwell on the conditions which are of concern in this study.

Junction of Arch Ribs and Tie Girders

Prior to the initiation of this study, OSHD personnel had found cracking in welds at the junctions of the exterior flange surface of the tie girders and the arch ribs. The cracking is believed to have been limited to the corners of these welds, and it had been removed by grinding, as shown in Figs. 2 and 3. Fig. 2 is a view taken from outside of the tie girder, while Fig. 3, taken from inside the tie girder, shows how the weld on the arch rib strap was returned from the exterior flange of the tie girder to the interior web.

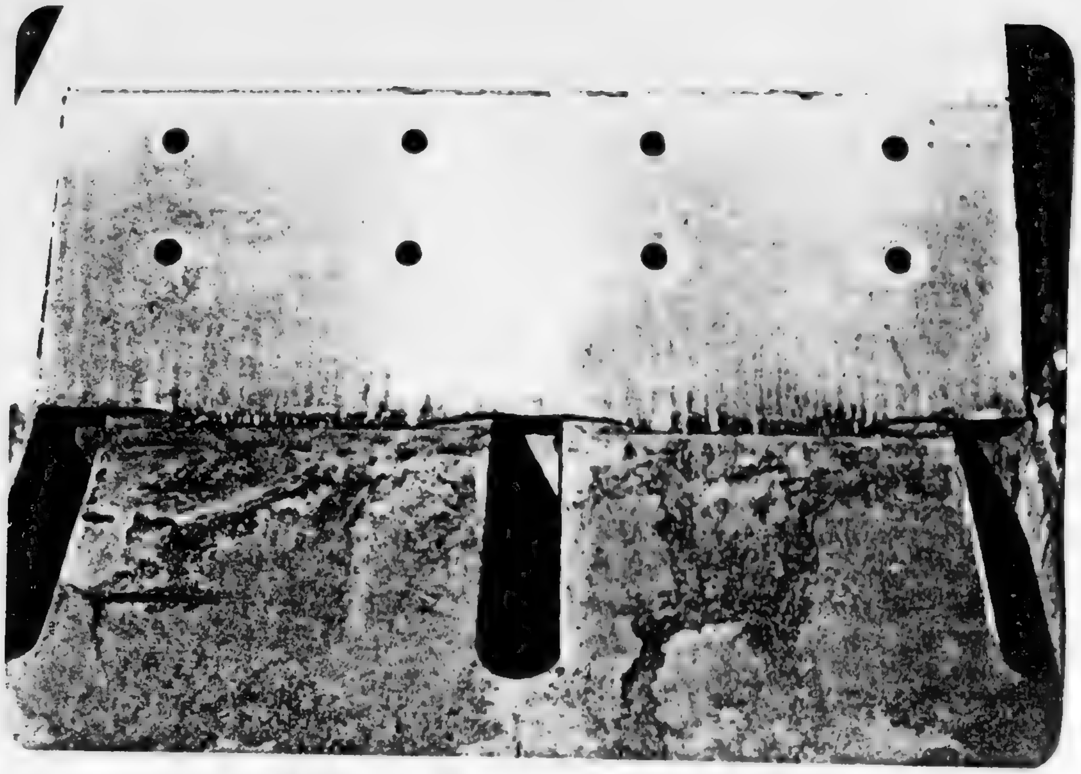
Very poor conditions were observed in many of the slots for the arch rib straps through the top flange of the tie girder. Fig. 4 shows a location where some form of repair has apparently been made. In other locations, the edges of the slots are rough and irregular.

Fig. 5 also shows a location where a repair has apparently been made in a slot through the top flange. The figure also shows the locations where a hole was made in the web, apparently to facilitate fabrication, and subsequently restored by insertion of a plate and welding.

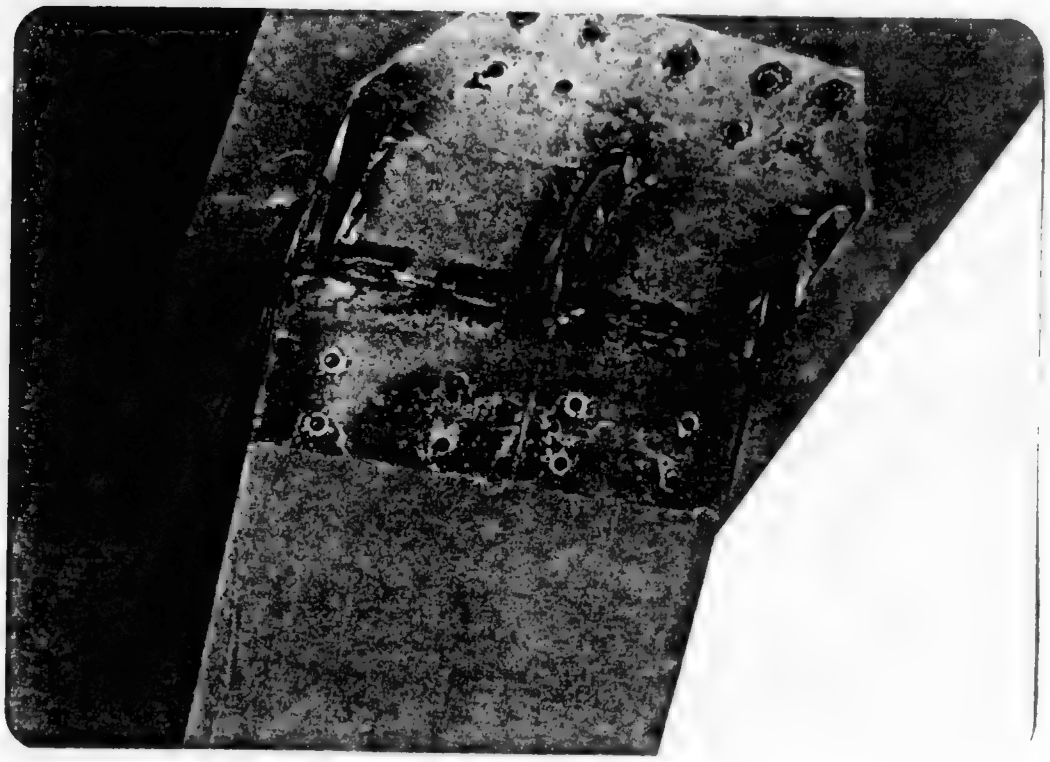
A more general view of the region where the arch rib straps pass through the interior of the tie girder is shown in Fig. 6. This view shows the heavy fillet welds connecting the straps to the web of the tie girder. During the inspections, water was found trapped above one of the cross diaphragms between the arch rib straps, and there were signs that drainage in other similar areas was also poor.

Tie Girders

OSHD personnel had also found cracking at the base of wide flange vertical web stiffeners, which had been installed at 24 locations in the central portions of the tie girders for erection purposes. A view of the stiffener between Panel Points 16 and 17 is shown in Fig. 7. It appears that a part of the flange of the stiffener was removed and then restored and welded. The cracking was found in the vertical fillet weld at the

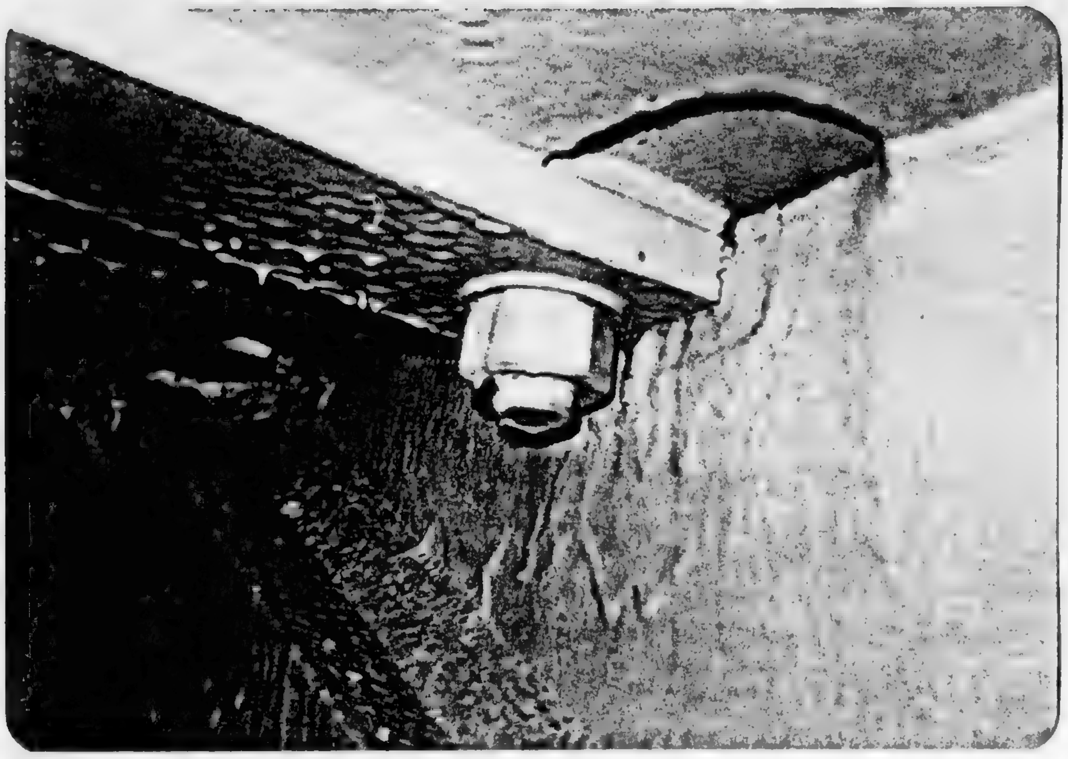


a) Top of tie girder

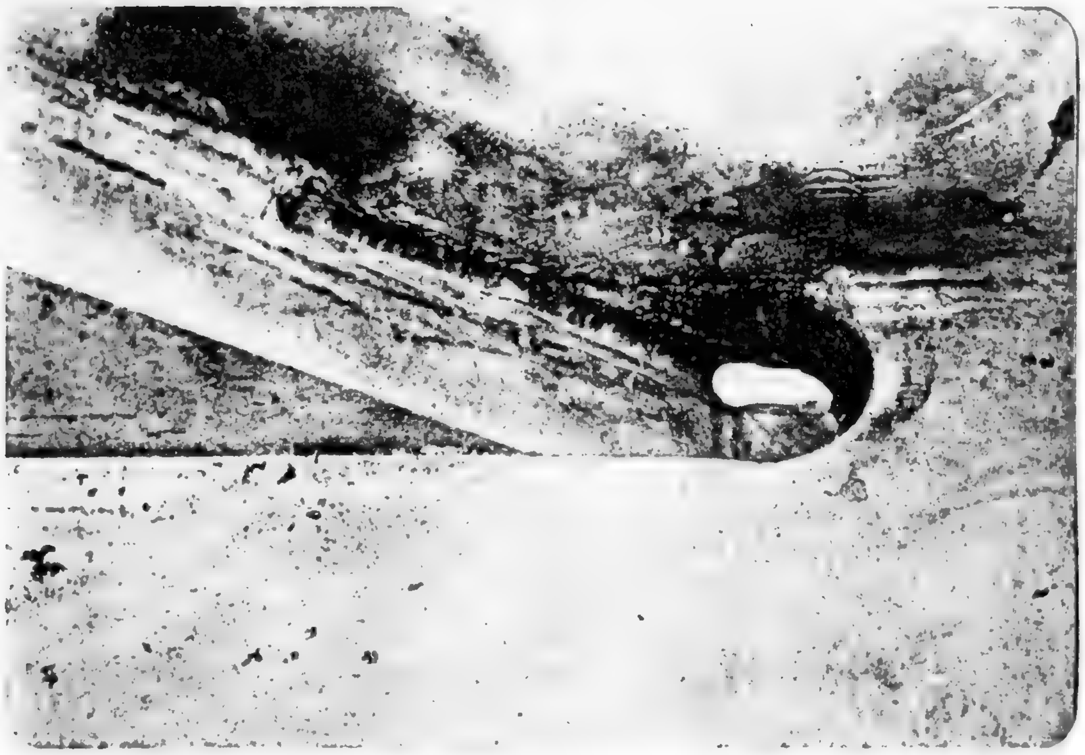


b) Bottom of tie girder

Fig. 2 - Exterior views of weld at junction of arch rib and tie girder



a) Top of tie girder



(b) Bottom of tie girder

Fig. 3 - Interior views of weld at junction of arch rib and tie girder

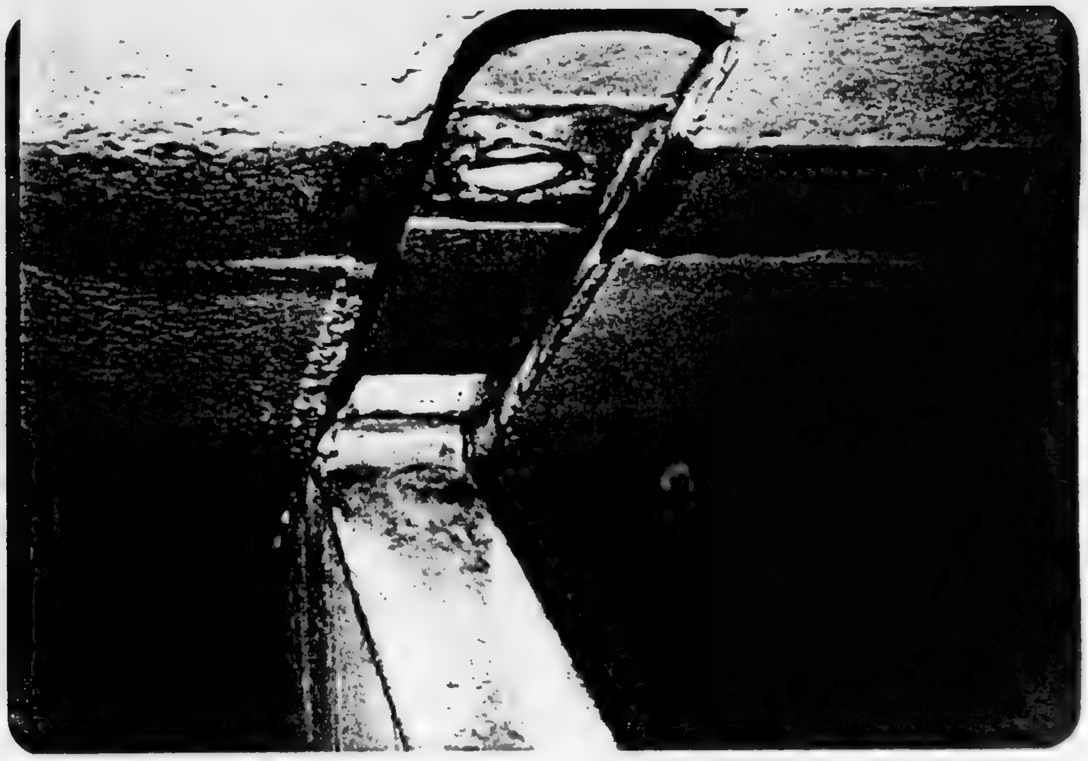


Fig. 4 - Repaired flange slot at Panel Point 14 in the north tie girder

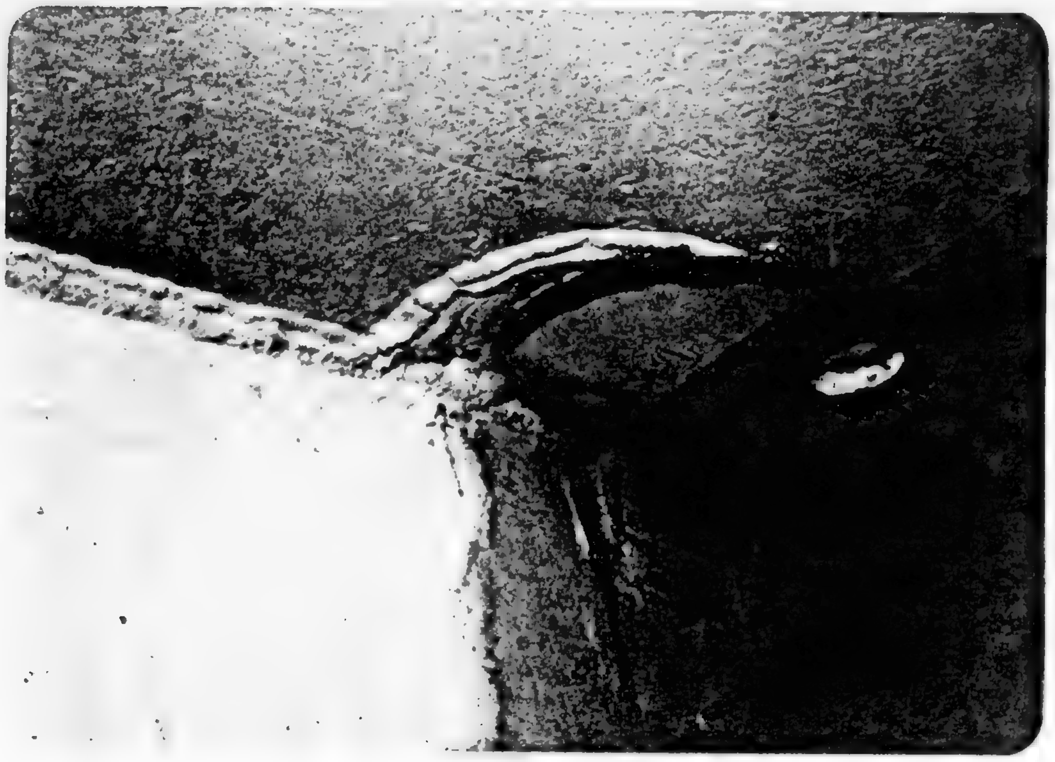


Fig. 5 - Repaired flange slot at Panel Point 14 in the north tie girder. Also, note welded insert in web

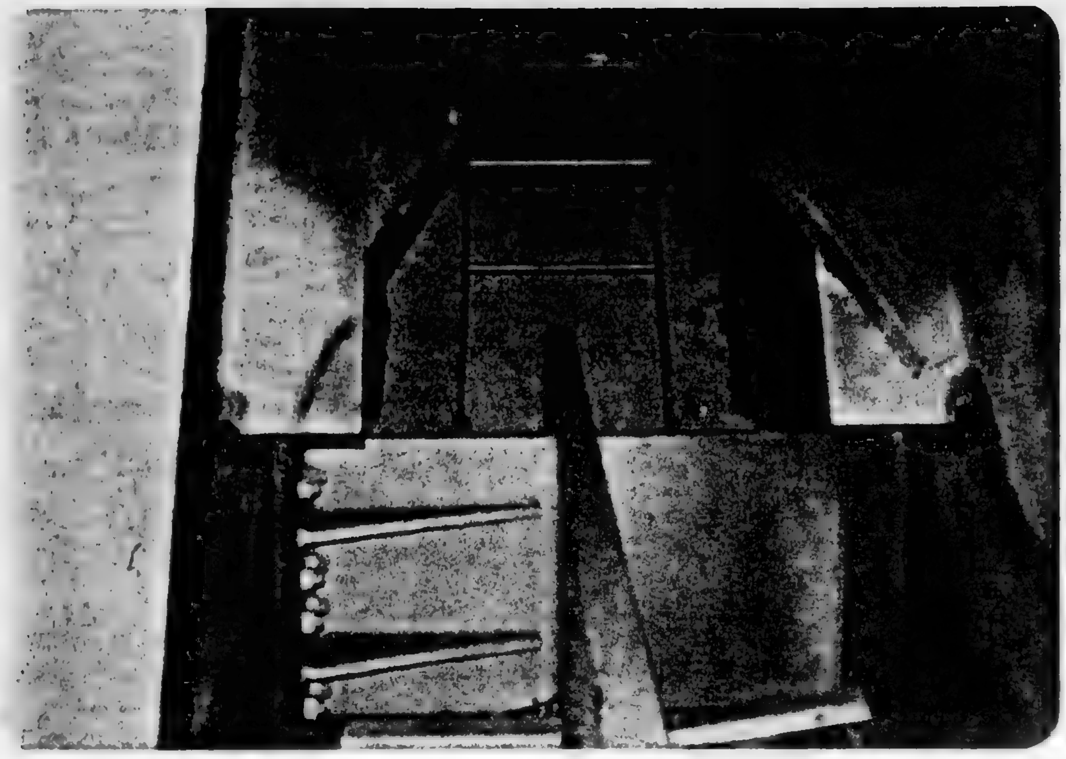


Fig. 6 - Region where arch rib straps pass through the interior of the tie girder

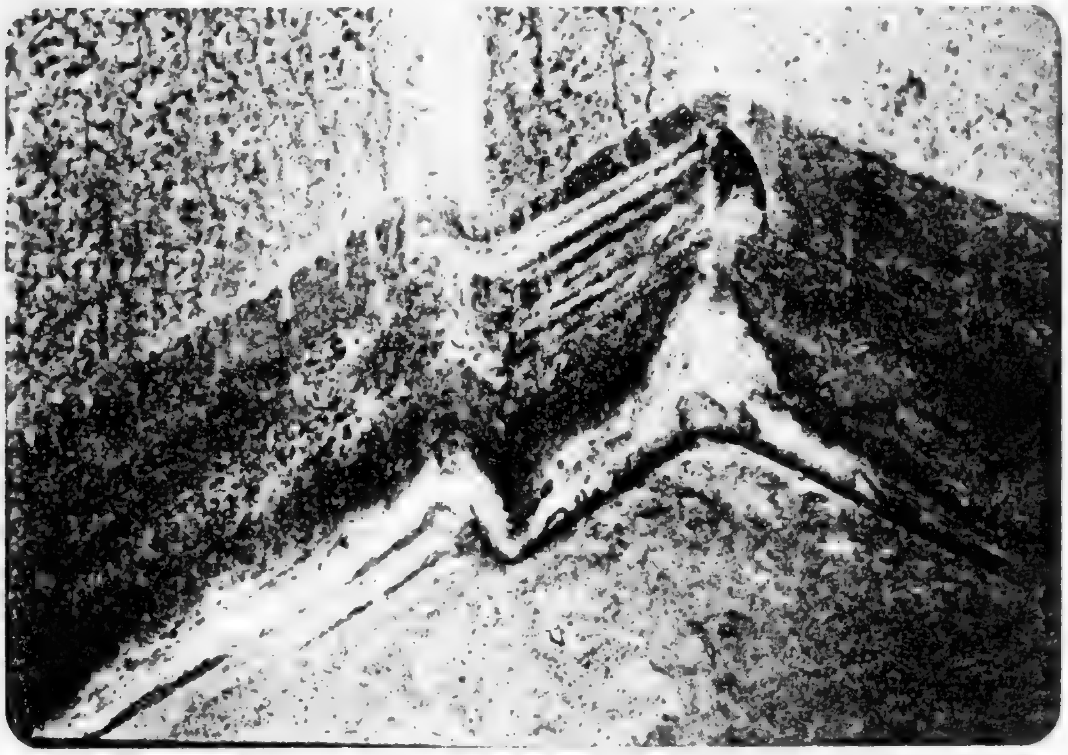


Fig. 7 - Base of vertical wide flange stiffener

edge of the flange of the stiffener. Acoustic emissions were measured by OSHD personnel at the base of the stiffener located near Panel Point 31 on the south web of the south tie girder.

The conditons at the ends of the horizontal and vertical stiffener plates received considerable attention during the inspection. Fig. 8 is a view upward at the junction of two segments of a horizontal stiffener with a vertical stiffener, near Panel Point 42 in the north tie girder. The junction on the left is typical, but the junction on the right shows a lcoation where the web appears to have been bent in fabrication, requiring a repair to the weld at the end of the horizontal stiffener. It should be noted that near the ends of the bridge the horizontal stiffeners butt against and are welded to the vertical stiffeners.

The fillet welds along the vertical stiffeners appear to have been made by machines, while the welds along the horizontal stiffeners were made by hand. It was apparent that the weld around the end of the horizontal stiffener was difficult to make, as poor weld profiles and indications of lack of fusion were evident at most locations. Overlapping of the welds was also observed at numerous locations, as shown in Fig. 9. In some cases, the horizontal stiffeners terminated adjacent to flanges of floor beams, as shown in Fig. 10, leading to poor weld profiles and overlapping. Quite a number of locations were observed where repairs had been made to the welds at the base of the vertical stiffeners, as shown in Fig. 11, and in some instances, the weld along the vertical stiffeners appeared to be terminated in the horizontal fillet weld between the web and bottom flange.

Angle stiffeners were bolted to the web of the tie girders in several areas, apparently for erection stiffening. One of these angles,

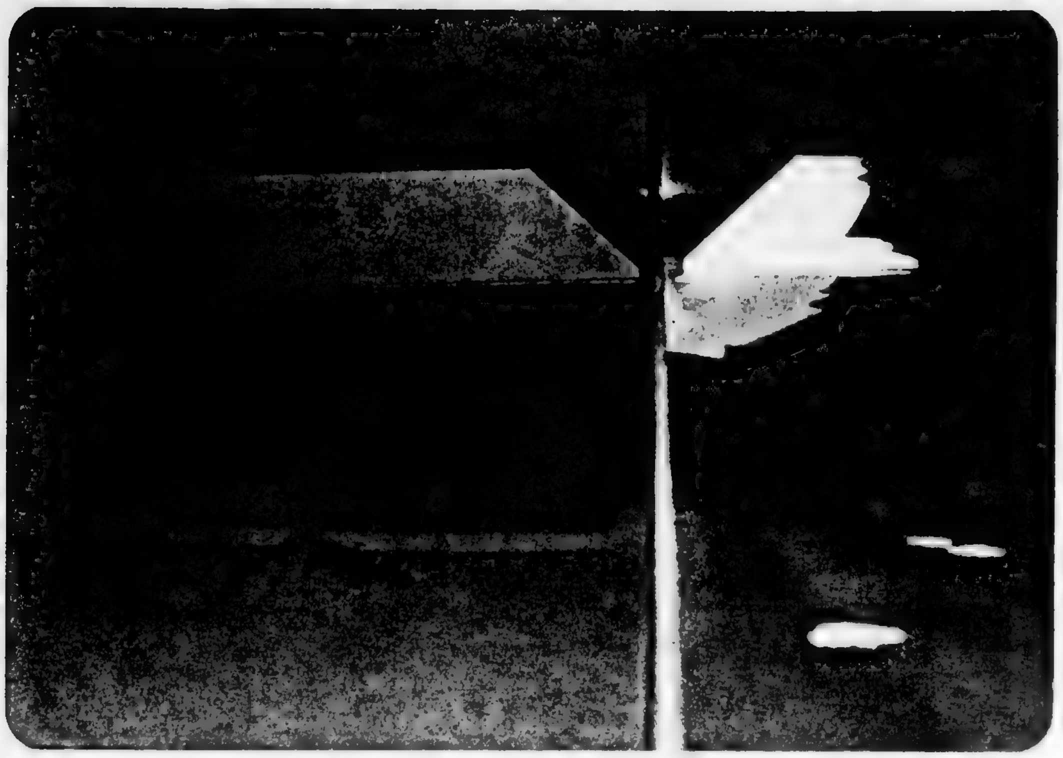


Fig. 8 - Repaired weld at end of horizontal stiffener

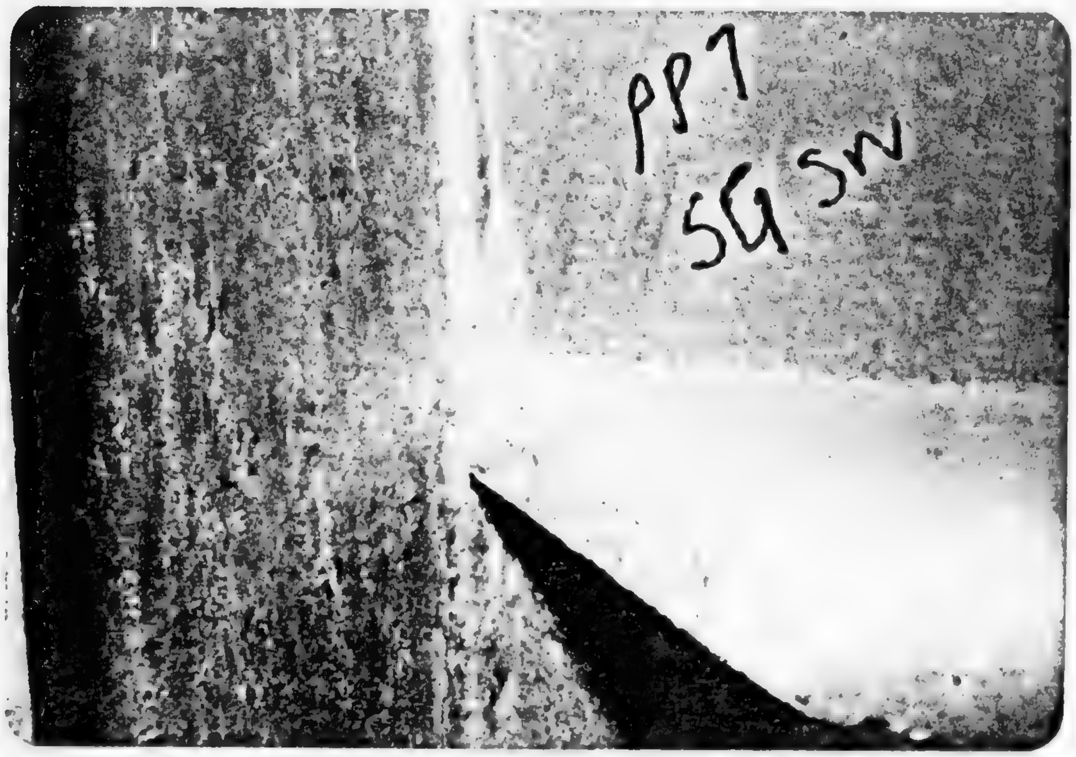


Fig. 9 - Horizontal stiffener framing tightly against diaphram at Panel Point 7

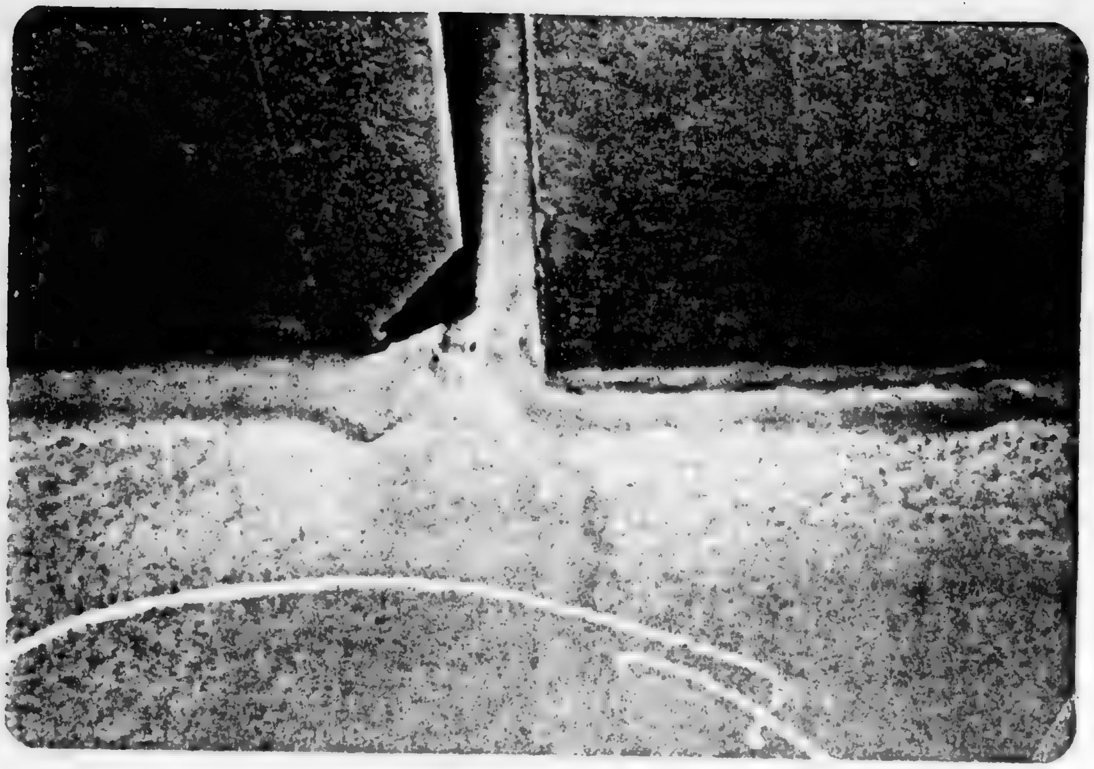


Fig. 10 - Termination of horizontal stiffener at floor beam flange

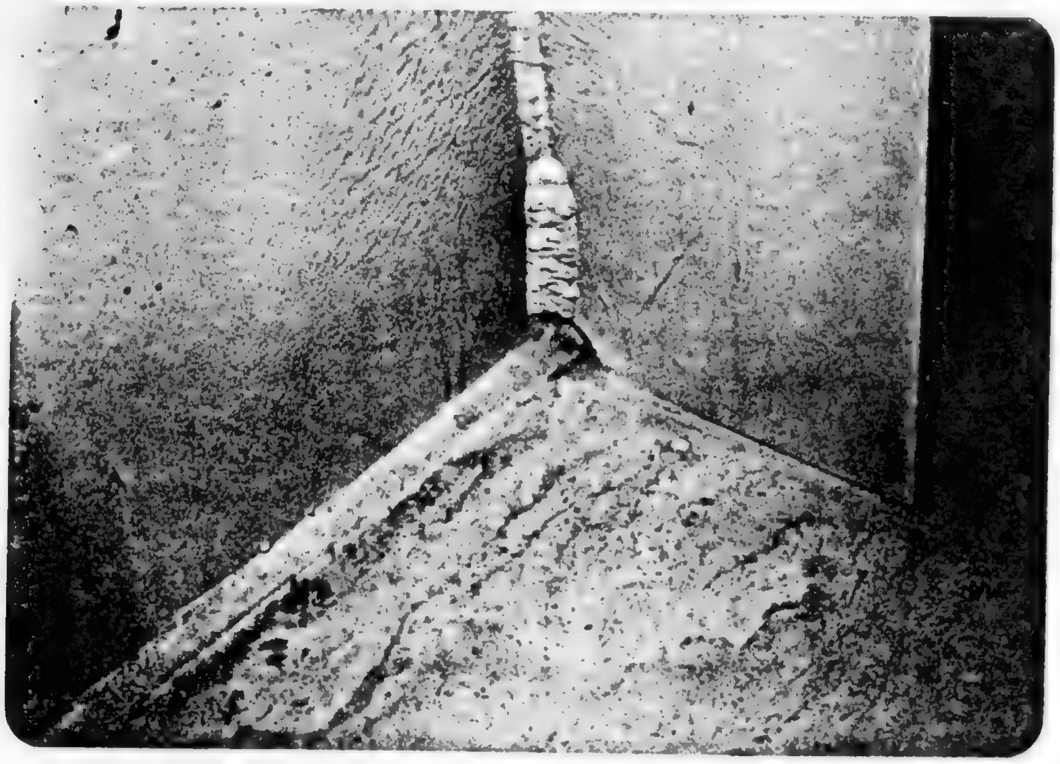


Fig. 11 - Repaired weld at base of vertical stiffener

located near Panel Point 32 in the south tie girder, was removed and it was found that the bolt holes had been flame-cut. A view of one of these holes, showing severe notches in the A441 web plate, is shown in Fig. 12.

At many locations, plates were welded to the inside web, or bolts extended through the web, for support of an outside fixture. A view of a particularly heavy welded plate near mid-depth of the north web on the south tie girder is shown in Fig. 13. Other locations were observed where burned-off paint on the inside of the web apparently occurred as a result of welding on the outside surface.

The main penetrations in the bottom flange of the tie girders provide openings for vents and for hangers or struts to the lower deck. There are also a few penetrations for drain pipes and conduits, not all of which are shown on the shop drawings.

Views of poor conditions at the ends of two slots are shown in Figs. 14 and 15. Apparently, the slots were made by drilling holes at their extremities, and flame-cutting between the holes. Fig. 14 shows a location where there is a severe notch at the end, apparently as a result of misalignment of the flame-cutting. A rough condition also exists at the location shown in Fig. 15, where some repair appears to have been made on the web plate.

The vent openings were made by flame-cutting through the A588 bottom flange plate. A number of these contain severe notches and gouges, as shown for the opening near Panel Point 5 in the north tie girder in Fig. 16. Cover plates were added to the top and bottom of the flange on both sides of the vent openings. Weld profiles at the ends of most of these cover plates are extremely poor, as shown in Fig. 17. In this case, the weld appears to have been made in an overhead condition.

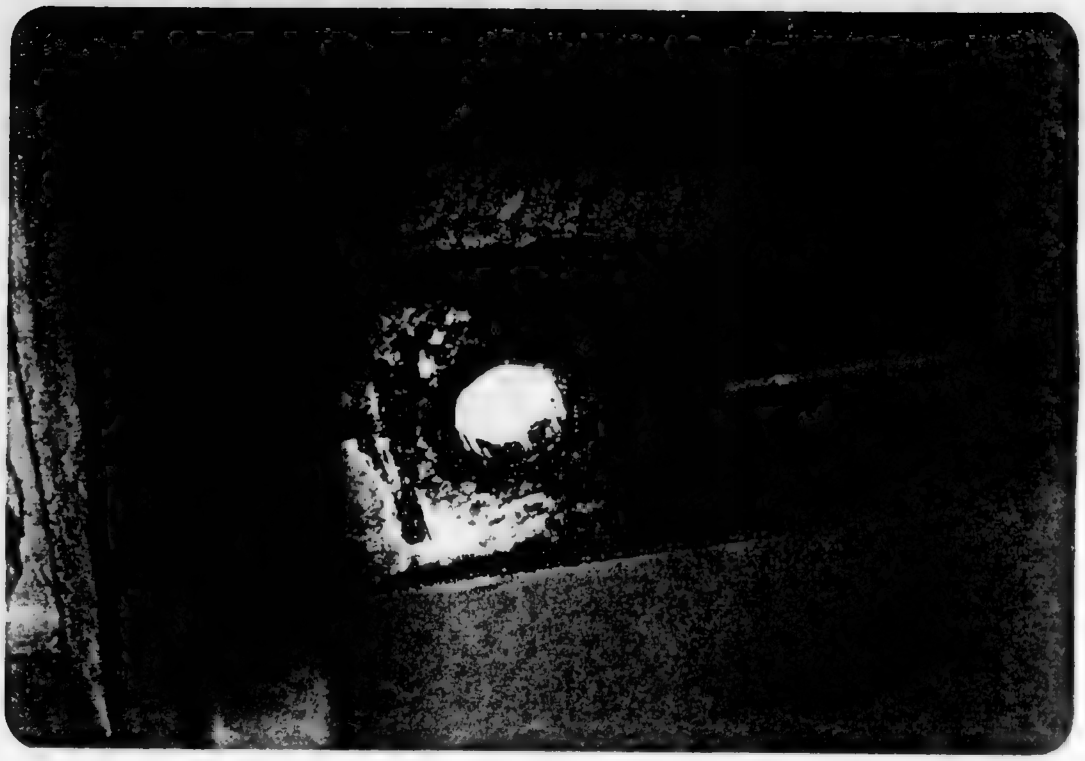


Fig. 12 - Flame-cut bolt hole for connection of angle stiffener

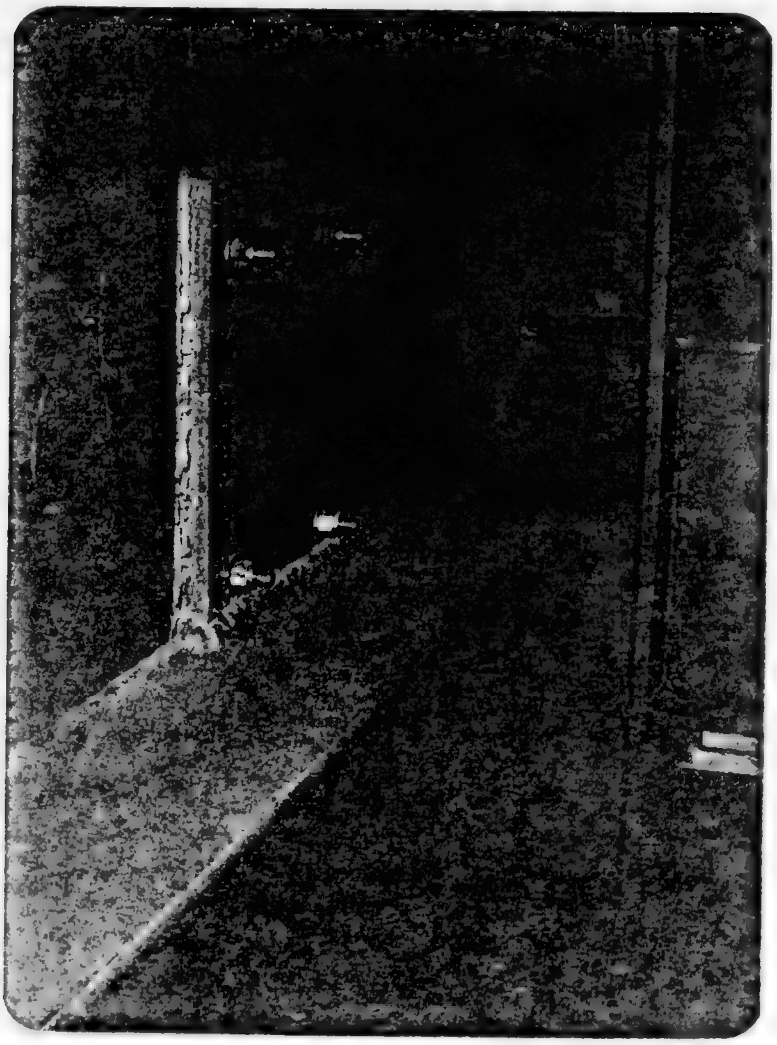


Fig. 13 - Heavy plate welded to north web of south tie girder

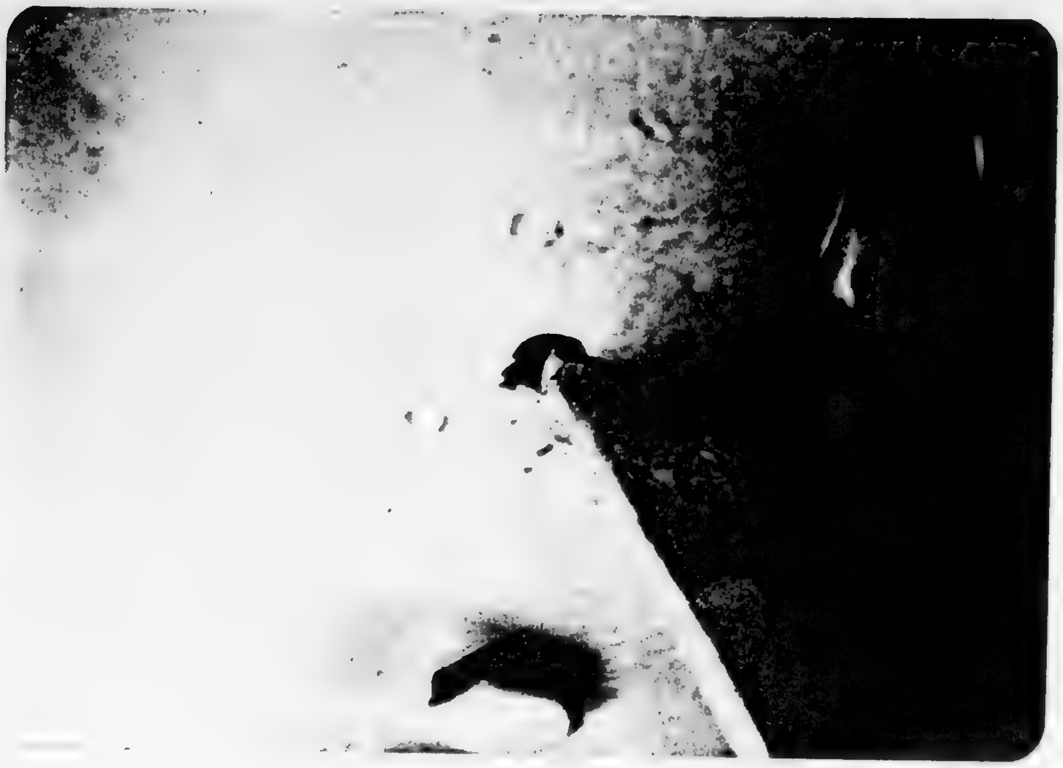


Fig. 14 - Severe notch at end of hanger slot at Panel Point 15 in the north tie girder

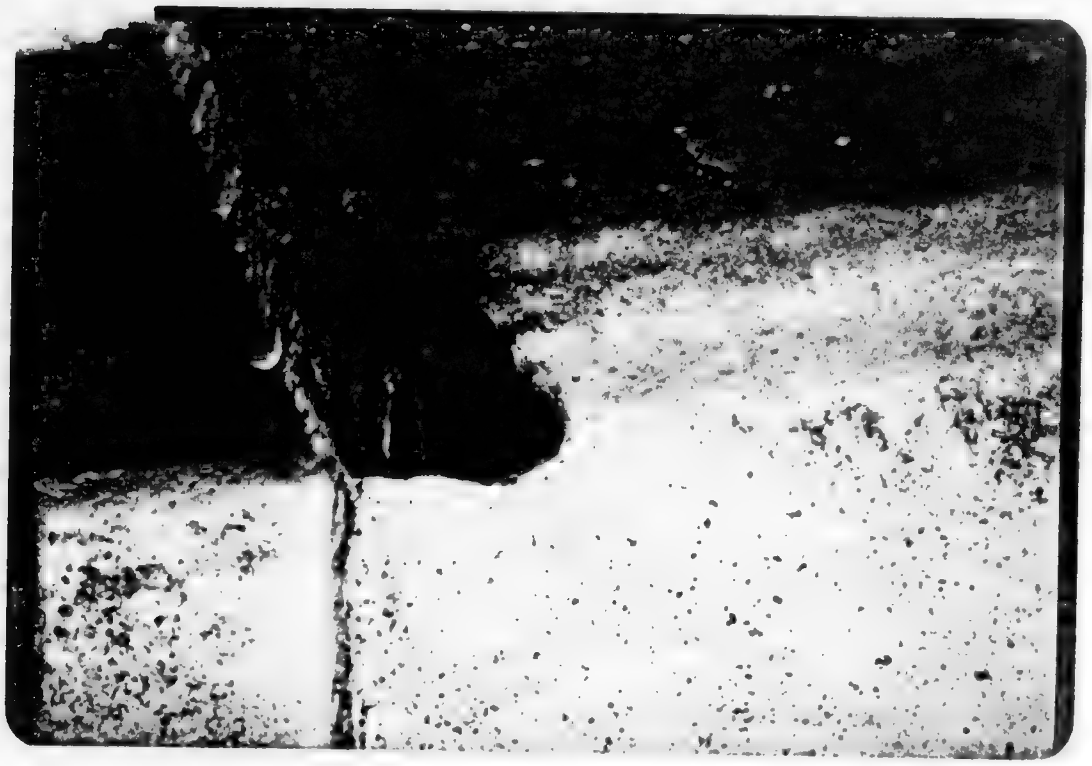


Fig. 15 - Rough end of hanger slot at Panel Point 2 in the north tie girder

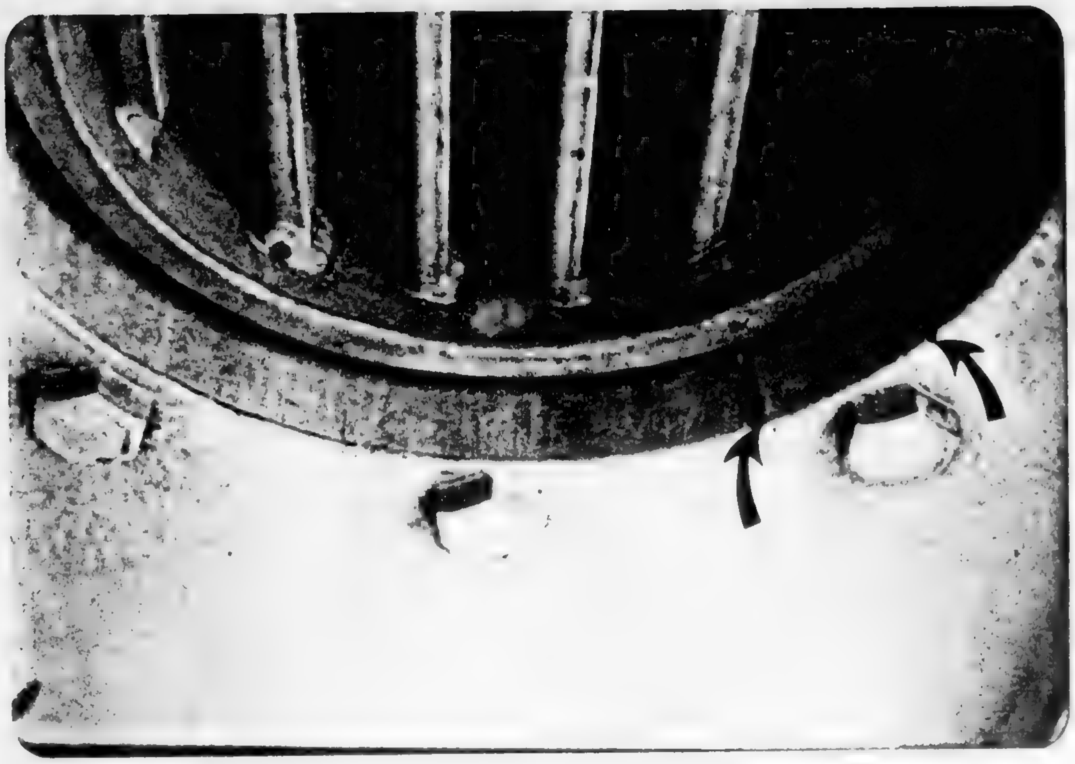


Fig. 16 - Notches and gouges on flame cut vent opening in bottom flange

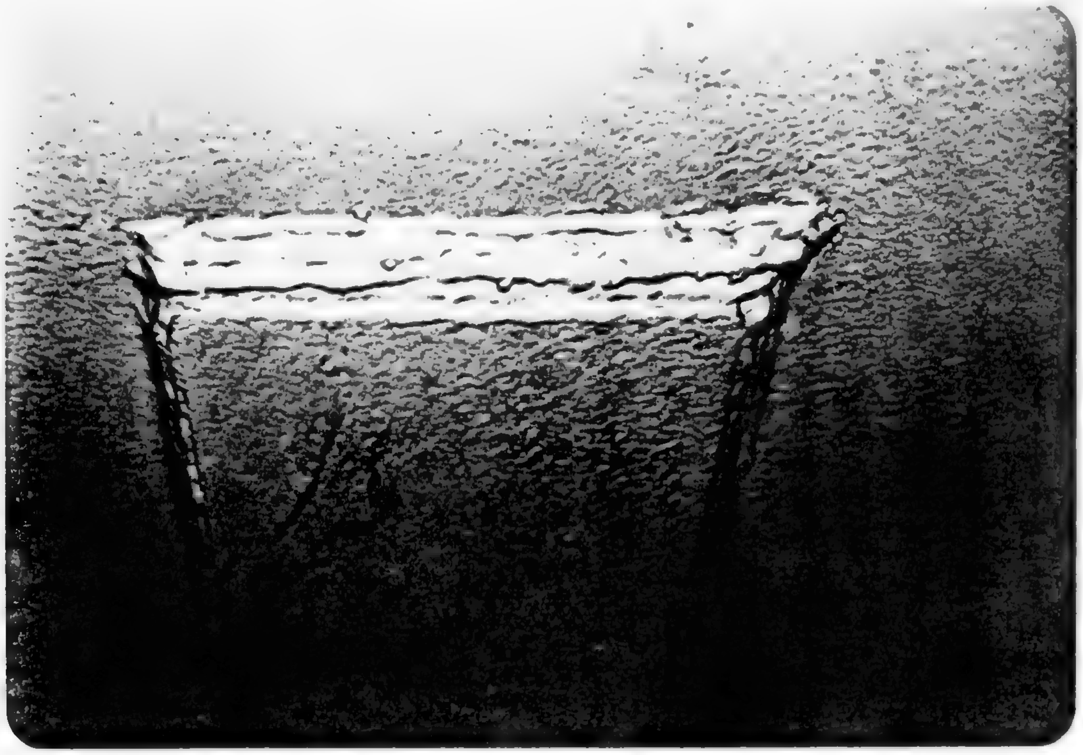


Fig. 17 - Welded bottom cover plate adjacent to vent opening near Panel Point 13 on the south tie girder

Penetrations through the top flange are limited to the hatch openings and to the holes for the cables from the arch rib to the tie girders between Panel Points 14 and 34. Poor conditions were noted at several of the panel points where weldments were made for attachment of the cables.

REPAIR AND RETROFITTING

During the course of this study, conditions have been found and examined which warrant consideration of their potential for initiating a brittle fracture of the tie girders. These conditions include the areas where cracks or other defects had been reported by OSHD personnel, as well as other areas identified in this study. The following is a list of these conditions, along with an assessment indicating whether repair or retrofitting is needed at this time and whether further attention is required. It should be noted that the final report will include a plan and manual for on-going surveillance.

Condition	Assessment
Panel Point 14 and Vicinity	
1. Welded junction of arch ribs and tie girders	Areas of high secondary stresses due to welding residuals and daily thermal cycles. Cracking found in welds at corners. Water may be trapped between arch rib straps and webs of tie girders.
a. Between exterior flange surfaces and arch rib	Category E condition exists at ends of longitudinal fillet welds on flanges. Welds between exterior flange surfaces and arch rib need to be removed.
b. Between interior web surface and edge of arch rib straps	Fillet welds on inside require on-going inspection.
2. Defects in arch rib straps, including butt welds	Presently undergoing further investigation. Defects may indicate hydrogen cracking of welds. Anticipate on-going inspection will be required.

Condition	Assessment
Panel Point 14 and Vicinity	
3. Insert plates in webs of tie girders, at groove welds through slots	All of the so-called "rat holes" need to be removed.
4. Jacking stiffener welded to web and bottom flange of tie girder	Further grinding and dye penetrant inspection. Require on-going inspection.
5. Slots in top and bottom flanges for arch rib straps	Grinding along edges, if accessible, to remove notches and gauges. Grinding and coring to remove remnants of insert plates.
6. V-groove corner welds in arch rib	No action required.
Tie Girders	
7. Defects in groove welds through flanges of tie girders	Wherever defect rating is equal to or less than +8 db, core defect out if less than 2 in. long, or add bolted splice plates. Also require on-going inspection.
8. Ends of slots through bottom flange for hangers or struts	Notches at junction of flame-cut edge and drilled termination must be removed. Grind other notches along edge if accessible. Develop list of locations where potential problems may exist and include in on-going inspection.
9. Vent openings	
a. Termination of cover plates	Grind end of all cover plates on top and bottom surfaces of bottom flange and inspect with dye penetrant. Include in on-going inspection.
b. Flame-cut edge	Remove notches and gouges by grinding.
10. Wide-flange stiffeners	Retrofitting needed at base to remove poor condition.
11. Category E details	Include all details in on-going inspection program.
a. Ends of horizontal stiffeners	Grind and modify ends of stiffeners at critical locations, and inspect with dye penetrant. Judge whether grinding of all stiffeners is required from inspection.

Condition	Assessment
Tie Girders	
b. Ends of deck beam flanges	Grind in selected locations and inspect with dye penetrant.
12. Base of vertical stiffeners and end of horizontal stiffeners that have been repaired	Grind and inspect with dye penetrant. Examine web from outside by ultrasonic testing. Include in on-going inspection.
13. Erection stiffeners	Built-in defect which requires retrofitting and on-going inspection.
14. Burned holes for bolted angle stiffeners	Over drill and ream holes.
15. Bolted and welded attachments to web	Inspect individually. Grind weld defects and over drill flame-cut holes.
16. Stray weld beads	Grind and inspect with dye penetrant.

Details

Details describing the repair and retrofitting work are presented in Appendix B.

Implementation

The repair and retrofitting work needs to be carried out by experienced metal workers. Most of the operations will require continuous visual inspection and periodic testing using dye penetrant by a qualified engineer. Very shortly after each repair is completed, the area should be painted to protect the steel from corrosion.

To facilitate the repair and retrofitting work, as well as future inspections, it is recommended that a 120 volt permanent eletrical system be installed inside both tie girders, running the full length of the bridge. The system should have at least one double outlet at each panel point.

The extent of the repair work at the end of the horizontal stiffeners and the deck beam flanges should be determined during the course of the work. It is recommended that all of these ends be repaired for a distance of two panel points on either side of Panel Points 14 and 34 in both tie girders. If there are no cracks found in the web plate during this work, further repairs may be limited to locations where obviously poor conditions of overlapping or poor weld profile occur.

The intent of the repair and retrofitting work is to remove defects and to improve conditions at locations where fatigue cracks may develop and grow. Conditions other than those described earlier may be encountered during the course of the work, and the work should allow for development and execution of a suitable repair.

CONCLUSIONS

This report has included a review of completed work in Chapter 2 and a summary of the findings from several inspections in Chapter 3. Recognizing that the scope of our work has been limited essentially to the tie girders, it is our present but tentative opinion that OSHD does not need to be concerned in the short range about the safety of the Fremont Bridge. From the long range point of view, however, it is essential that an on-going program of inspection and surveillance be established and followed. As previously noted, this on-going program will be included in the final report on this study.

We recommend that OSHD undertake the repair and retrofitting work described in Appendix B of this report. This work has two objectives.

First, there are a substantial number of existing undesirable conditions in the bridge. These conditions should be corrected to minimize the potential for future problems, and to restore the structure to an acceptable state in terms of good engineering practice.

Second, there has not been, to our knowledge, a thorough and systematic inspection of the tie girders. Our inspection, entailing about 30 man-days of effort, was not intended and should not be considered to be a complete inspection. We believe that an in-depth inspection, which may logically be carried out along with the repair and retrofitting work described in Appendix 2, is an essential requirement to confirm our opinion that use of the Fremont Bridge at the present time and for the near future is safe.

APPENDIX A

SUMMARY OF OBSERVATIONS
FROM
VISUAL INSPECTIONS

SOUTH TIE GIRDER

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
0	---	Bottom level of horizontal stiffeners is fillet welded into vertical stiffeners. This non-typical condition extends to Panel Point 3 plus approximately 15 ft.
	+25	Stray weld beads on both north and south web plates.
	+35	Grinding on north and south web plates, indicating possible repair area.
2	+17	Poor condition where longitudinal stiffener on south web butted up tightly against bolted splice plate.
3	---	Several vertical stiffeners not coped at junction with bottom flange.
	+20	Standing water.
	+40	Built-up vertical erection stiffener installed on both web plates.
4	---	Several vertical stiffeners not coped.
	+10	Four bolt fixture on north web, with one bolt missing.
	+34	Vertical stiffener on south web installed with cope on inside.
5	+1	Plastic insert in small diameter hole on north web.
	+5	South web bent at junction with bottom flange; vertical stiffener re-welded.
6	+0	Rough end of lower deck hanger slot and the flame cut extends into the fillet weld.
	+5	Burned-off paint on south web; apparently from welding on opposite side.
	+12	Two bolted horizontal angle stiffeners on each web plate.

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
6	+23	Poor condition at end of longitudinal stiffener, by end of cross brace, about 5 ft. above bottom flange.
7	+0	On south web, apparent repair welding at junction of horizontal and erection stiffener.
	+8	Built-up vertical erection stiffener installed on both web plates.
8	+5	Burned-off paint on north web, apparently due to welding on opposite side.
	+17	Weld on top of longitudinal stiffener on north web stops 1 in. from end.
9	+1	Plastic insert in small diameter hole on north web.
	+20	Horizontal tee stiffener on north web. Slag noted at end of weld. Other modifications in this area. Also stray weld beads.
10	+3	Stray weld beads on south web plate, approximately 2 ft below top flange.
	+7	Two welded attachments for drain pipe on south side web. Drain pipe penetrates top flange plate through a possible flame-cut opening.
	+38	Stray weld beads on south web plate.
	+42	Heavy plate welded to north web at mid-depth of tie girder.
11	---	Several stray weld beads.
	+9	Flame-cut modifications to horizontal stiffener about 12 ft above bottom flange, apparently to allow installation of bolted fixture.
12	---	Several bolts installed in north web plate for connection of fixtures.

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
13	+1	Hole in bottom flange plate for conduit.
	+25	Two stray weld beads on north web near top.
	+40	Water trapped by diaphragm in arch rib.
14	---	Grinding by OSHD along heavy fillet weld attaching arch rib to tie girder. Very rough flame cut slots in flanges for arch rib plates, particularly in top flange.
	+3	Water trapped in bottom of tie girder by splice plate.
15	+12 thru +45	Twenty-four bolted horizontal angle stiffeners installed on webs.
	+40	Stray weld beads on north web.
16	+1	Heavy weld around end of longitudinal horizontal stiffener on north web, approximately 9 ft from bottom flange, and also abutting bottom flange of floor beam.
	+6	Wide flange vertical stiffener, with slight corrosion at base.
17	+2	Weld bead on south web.
18	+9, +43	Stray weld beads on north and south webs, respectively.
	+12	Corrosion at base of vertical stiffener.
	+40	Wide flange vertical stiffeners.
20	0	Severe undercutting or defect at junction of top flange and diaphragm.
21	0	Slight undercutting at junction of top flange and diaphragm. Also rough hanger slot on south side.
	+28	Wide flange vertical stiffeners.

Location		Observations
Panel Point Number	Approximate Distance From Panel Point	
22	+34	Poor condition at end of horizontal stiffener (nearest bottom).
23	0	Flame-cut opening in diaphragm at top of hanger connection.
24	0	Flame-cut opening in diaphragm above hanger.
	+1	Hole in web plate and bottom flange for conduit possibly flame cut.
25	+40	Burned-off paint on north web, indicating welding on opposite side.
26	+17	Wide flange vertical stiffeners poor condition at base on north web.
28	0	Flame-cut opening in diaphragm above hanger.
	+1	Stray weld bead on north web near top flange.
	+22	Poor condition at base of vertical stiffener, indicating possible repair.
	+40	Wide flange vertical stiffeners.
29	+1	Stray weld bead on south web near top flange.
	+12	Weld near base of vertical stiffener on south side, indicating possible repair.
	+28	Indication of trapped water at bottom flange splice. Slight signs of corrosion.
30	+0	Flame-cut opening in diaphragm above hanger, with notch in web.
	+28	Gap exists between vertical stiffeners and bottom flange.
31	0	Flame cut opening in diaphragm above hanger.

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
31	+17	Wide flange vertical stiffeners. Accoustic emission detection equipment used by OSHD on south side.
32	0 thru +40	Twenty-eight horizontal angle stiffeners installed with flame-cut bolt holes.
	---	Horizontal angle braces installed between vertical stiffeners.
34	---	OSHD has performed grinding and dye penetrant operations at numerous locations. Corrosion occurring at these locations. Also, slight water leakage around openings for arch rib plates.
	+43	Hole in bottom flange for conduit.
	+45	Rough hanger slot in bottom flange on south web.
35	0	Drilled hole at end of bottom flange slot cut slightly into web plate.
36	+1	Stray weld beads on north web, near mid-height.
	+44	Weld not completed to end on the underside of horizontal stiffener.
37	---	Two bolts with 1 in. stack of washers penetrating web on both sides of diaphragm.
	+36	Connections for drain pipe welded to south web plate. Also, flame-cut opening in top flange.
	+37	Core Sample CID at end of horizontal stiffener.
	+40	Ten bolt group through north web apparently supporting outside fixture.
	+42	Burned-off paint on north web due to welding on opposite side.

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
38	+11, +17	Horizontal angle brace between vertical stiffeners.
	+11, +17, +22	Substantial out-of-plane bowing of vertical stiffeners.
40	+17	Four additional bolted horizontal stiffeners, two on each web plate, each connected with 11 bolts.
	+17	Web plate bent inward slightly, and heavy added weld at base of vertical stiffener, indicating probable repair.
	+36	Built-up vertical erection stiffener installed on both webs.
41	+34	Four additional bolted horizontal stiffeners, two on each web plate, each connected with eleven bolts.
	+34	Signs of standing water.
42	+17	Bent vertical stiffener on south web.
	+34	Bent vertical stiffener on north web.
43	+39	Weld not carried around end of horizontal stiffeners nearest bottom flange on north web.
44	+6	Built-up vertical erection stiffener installed on both webs.
	+22	Poor condition at end of horizontal stiffener on north web.
	+28	Horizontal stiffener not welded around end.
45		Bottom level of horizontal stiffeners fillet welded to the vertical stiffeners. This condition extends to end of the girder.
46	+31	Stray bead on north web near top flange.

NORTH TIE GIRDER

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
0		Bottom level of horizontal stiffeners is fillet welded into vertical stiffeners. This condition extends approximately beyond Panel Point 3.
	+42	Stray weld beads on north web.
1	+0	Signs of standing water. Strong weld bead on web of floor beam.
	+11	Poor condition at base of vertical stiffener, north web.
	+42	Cope of horizontal stiffener filled with weld metal.
2	+0	Indication of 1 ft of water adjacent to diaphragm. Also very rough hanger slot.
	+2	Stray weld bead.
	+24	Horizontal stiffeners terminate adjacent to bottom flange of floor beam.
	+25	Stray weld bead near top flange on south web.
	+36	Stray weld bead on south web.
	+42	Stray weld beads on south and north web.
3	0	Horizontal stiffeners terminate adjacent to bottom flange of floor beam, with overlapping welds.
	+2	Stray weld beads on north and south web.
	+9	Stray weld bead on north web.
	+17	Standing water along bolted splice plate.
	+36	Stray weld beads on north and south webs.
	+40	Built-up vertical erection stiffener installed on both web plates.

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
4	---	Many vertical stiffeners without opening at junction of web and bottom flange in this area.
	0	Poor condition at end of longitudinal stiffener.
	+36	Standing water at bolted splice.
	+43	Stray weld beads on north web.
5	+2	Stray weld beads on north web.
	+5	Poor condition at base of vertical stiffener, apparently due to repair.
	+33	Gap between base of vertical stiffener and bottom flange, with junction filled with weld.
6	+20	Stray weld beads on north and south webs.
	+34	Poor crack-like condition at junction of horizontal stiffener and web of floor beam on south web.
7	+8	Stray weld beads on north and south webs.
	+8	Built-up vertical erection stiffener installed on both web plates. Poor weld of horizontal stiffener at 3 ft above the bottom flange.
	+20	Stray weld bead on north web.
	+30	Heavy fillet weld at base of vertical stiffener on north web. Also a slight bend in the web.
8	0	Poor condition at end of hanger slot.
	+8	Stray weld on north web.
	+14	Paint peeling on north web.
	+42	Stray weld bead on south web.

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
9	+0	Flame cut opening in diaphragm above hanger.
	+2	Two stray weld beads on north web.
	+20	Tee section installed as longitudinal stiffener.
	+25	Poor condition at end of horizontal stiffener.
	+40	Poor condition at end of second horizontal stiffener above bottom flange.
11	+43	Stray weld beads on north and south webs.
12	+0	Edge of hanger plates have been flame-cut on each side to fit through slot.
13	+0	Hole in bottom flange for 1-1/2 in. diameter conduit, as shown on shop drawings.
14	---	Grinding by OSHD along heavy fillet welds attaching arch rib to tie girder. Inserts welded into slots through top flange. Other poor conditions. Signs of water leakage and corrosion. Core Nos. C4A & C4B taken through welded inserts in south web.
15	0	Notched hanger plate on south side also end of hanger slot is irregular.
	+12 thru +45	Twenty-four bolted horizontal angle stiffeners. Each stiffener attached with 6 bolts.
	+17, +28, +40	Horizontal angle braces installed parallel to bottom flange between vertical stiffeners.
16	0	Poor condition at end of horizontal stiffener, abutting flange of floor beam.
	0 thru +17	Additional horizontal stiffeners on south web.

Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
16	+6	Wide flange stiffener. OSHD has performed grinding and dye penetrate tests at this location.
18	+34	North web bent inwards and base of the stiffener has been rewelded.
	+40	Wide flange vertical stiffeners.
19	+28	Core No. C1C taken through end of horizontal stiffener on south web.
	+42	Stray weld beads on south web.
20	0	Hanger on south web has slipped into bearing condition.
	+30	Stray transverse weld bead on bottom side of top flange plate.
21	+0	Gap between hanger and north web. Corrosion at diaphragm.
	+25	Small stray weld bead on web.
	+28	Wide flange stiffener. WJE conducted grinding and dye penetrant operations. Area of porosity at bottom and also at end of groove weld. Also a sign of lamination in the flange of the stiffener. Core Nos. C2C & C2D taken through flange of stiffener.
22	+30	WJE conducted grinding and dye penetrant operations at reinforced vent opening. Shows under-bead cracking at the junction of the weld and flange plate. Ground to a depth of approximately 1/16 in.
23	+25	Stray weld bead on north web.
	+36	Stray weld bead on south web.
24	0	Very tight fit and overlapping welds at junction of horizontal stiffeners and diaphragm.

Location		Observations
Panel Point Number	Approximate Distance From Panel Point	
24	+1	Hole in bottom flange for conduit, not shown on shop drawings.
	+40	Poor condition at end of horizontal stiffener.
25	+0	Square end of hanger slot on the north side.
	+1	Stray weld bead on south web.
	+31	Bolted splice overlaps weld at end of horizontal stiffener on the south web.
	+42	Stray weld bead on south web.
26	+0	Hanger slot on the south side is irregular; the saw cut extends beyond the drilled hole.
	+17	Wide flange vertical stiffeners.
27	+5	Very poor weld at end of horizontal stiffener, approximately 4 ft above bottom flange on the north web.
	+8	Poor weld condition at end of horizontal stiffener. Typical in this area.
28	+40	Wide flange vertical stiffeners.
29	+0	Poor weld condition at end of horizontal stiffener on north web which frames in tightly to diaphragm.
	+17	North web bent inward. Base of vertical stiffener is welded.
	+40	Base of vertical stiffener is welded.
	+42	Burned-off paint on south web.
31	+17	Wide flange in vertical stiffeners. OSHD has conducted grinding and dye penetration work at this location. Corrosion is taking place at exposed areas.

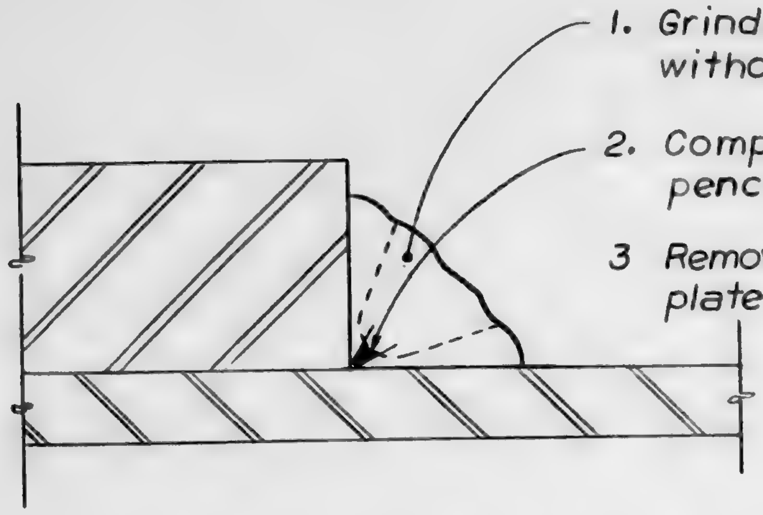
Location		
Panel Point Number	Approximate Distance From Panel Point	Observations
32	+0 to +40	Twenty-eight additional bolted horizontal angle stiffeners. Each stiffener is attached with 6 bolts.
	+17, +28, +40	Angle installed parallel to bottom flange between vertical stiffeners.
33	0	Rough end of hanger slot.
	+28	Location of 3 in. thick vertical plates with hoisting bolts. OSHD conducted deep grinding and dye penetrant operations at the base of these heavy plates.
34	---	Grinding of welds at intersection of arch rib and tie girder and dye penetrant examinations by OSHD personnel. Some corrosion in compartment formed by diaphragm in tie girder.
	+0	Core Nos. C3A & C3B taken through intersection of arch and girder top and bottom flange, respectively.
35	0	Hole in bottom flange for 1 1/2 in. diameter conduit, as shown on shop drawings.
	+25	Stray weld bead on south web.
36	+6	Web plate bent inward slightly and heavy weld at base of stiffener.
	+30	Stray weld bead on south web.
37	0	Stray weld bead on north web.
	+38	Poor weld condition at end of cover-plate adjacent to vent opening on bottom flange.
38	+6	Poor weld at base of vertical stiffener on south web.
	+43	Stray weld bead on north web.

Location		Observations
Panel Point Number	Approximate Distance From Panel Point	
39	+6	Weld at base of vertical stiffener on north web was cracked, according to notation on web, and apparently rewelded. Web plate is bent inward significantly. Weld was ground and examined using dye penetrant by WJE personnel, under John Fisher's observation, without finding cracking.
	+20	Extra holes adjacent to bottom flange splice plate which were filled with bolts.
	+42	Stray weld bead on south side top flange plate.
40	+14 and +20	Four additional bolted horizontal angle stiffeners. The stiffener at +14 are connected with 11 bolts, and the stiffeners at +20 are connected with 12 bolts.
	+34	Built-up vertical erection stiffeners.
41	0	Large cut out in diaphragm above hanger.
	+11	Core No. C1A taken through end of horizontal stiffener on south web.
	+28	Vertical stiffener on south web was apparently rewelded. Web plate is bent inward slightly.
	+30 and +36	Four additional bolted horizontal angle stiffeners (1 each panel and each side) are connected with 11 bolts per stiffener.
	+43	Stray weld bead on south web.
42	+6	Vertical stiffener on south web was apparently rewelded. Web plate bent inward slightly.
	+6	Inward bending of the south web at horizontal stiffener near top flange on the south side.
	+34	Vertical stiffener on south web was apparently rewelded. Web plate is bent inward significantly.

Location Panel Point Number	 Approximate Distance From Panel Point	Observations
43	+28	Heavy build-up of dirt, at bolted bottom flange splice plate, which was wet and trapping water.
	+40	4 x 4 in. burned-off paint area on south web, probably due to welding on the opposite side.
44	+8	Built-up vertical erection stiffeners.
	+11	Core No. C1B taken through end of horizontal stiffener on south web.
	+17	Apparent lack of fusion of the return weld around the end of horizontal stiffener approximately 5 ft above bottom flange on south web.
	+25	Signs of previous standing water at west end of bolted bottom flange splice.
	+28	Horizontal stiffener located tightly against web splice plate on south side. Also poor weld condition at end of horizontal stiffener on north web.
45	+22	Discontinuity in weld between top horizontal stiffener and bottom flange of floor beam.
		In this region, to end of bridge, the bottom level of horizontal stiffeners are welded continuously into vertical stiffeners.
47	+17	Paint peeling on north side.
	+28	Poor weld at end of horizontal stiffener on the north web, approximately 7 ft above bottom flange.

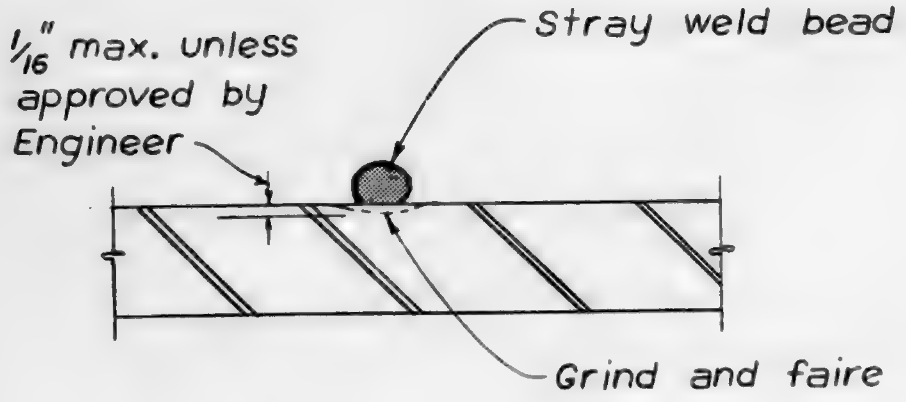
APPENDIX B

DETAILS OF REPAIR
AND RETROFITTING



1. Grindout major portion without affecting basemetal.
2. Complete removal using pencil grinder.
3 Remove weld on all remaining plate surfaces.

Detail for Separation of Fillet Welds Where Piece of Plate Is to be Removed


1/16" max. unless approved by Engineer
Stray weld bead
Grind and faire

Detail for Removal of Stray Weld Bead

INDEX OF DRAWINGS

Sheet No.	Title
1	General Notes an
2	Panel Point 14 a
3	Web Inserts
4	Groove Weld Rein
5	Hanger Slots
6	Vent Openings
7	Base of W Stiffe
8	End of Horizonta
9	End of Floor Bea
10	Erection Stiffen
11	Bolted Stiffener

WHEELING REPRODUCTIONS

DATE	SYM	REVISION RECORD	DR.	CK.

GENERAL NOTES

1. All repair and retrofitting work shall be carried out in conformance with the most stringent applicable provision of any of the following documents, unless otherwise approved by the Engineer:
    a. Standard Specifications for Highway Bridges, American Association of State Highway and Transportation Officials, Twelfth Edition, 1977
    b. Standard Specifications for Welding of Structural Steel Highway Bridges, American Association of State Highway and Transportation Officials, Second Edition, 1977
    c. Guide Specifications for Fracture Critical Non-Redundant Steel Bridge Members, American Association of State Highway and Transportation Officials, 1979
    d. Structural Welding Code, American Welding Society, AWS D1.1, latest edition
    e. Quality Criteria and Inspection Standards, Second Edition, American Institute of Steel Construction, 1980
    f. Surface Texture, American Society of Mechanical Engineers, ANSI B46.1, 1978
    g. Standard Specifications for Highway Construction, Oregon State Highway Commission, 1974
2. No welding or flame-cutting is permitted unless approved by the Engineer.
3. Plates and bolts required for the retrofitting shall meet all applicable OSHD, AASHTO, and ASTM specifications.

OF DRAWINGS

Title

ral Notes and Details
l Point 14 and 34
Inserts
ve Weld Reinforcement
er Slots
Openings
of W Stiffeners
of Horizontal Stiffener
of Floor Beam Flange
tion Stiffeners
ed Stiffeners

WISS, JANNEY, ELSTNER AND ASSOCIATES
CONSULTING & RESEARCH ENGINEERS
330 PFINGSTEN ROAD, NORTHBROOK, ILL. 60062

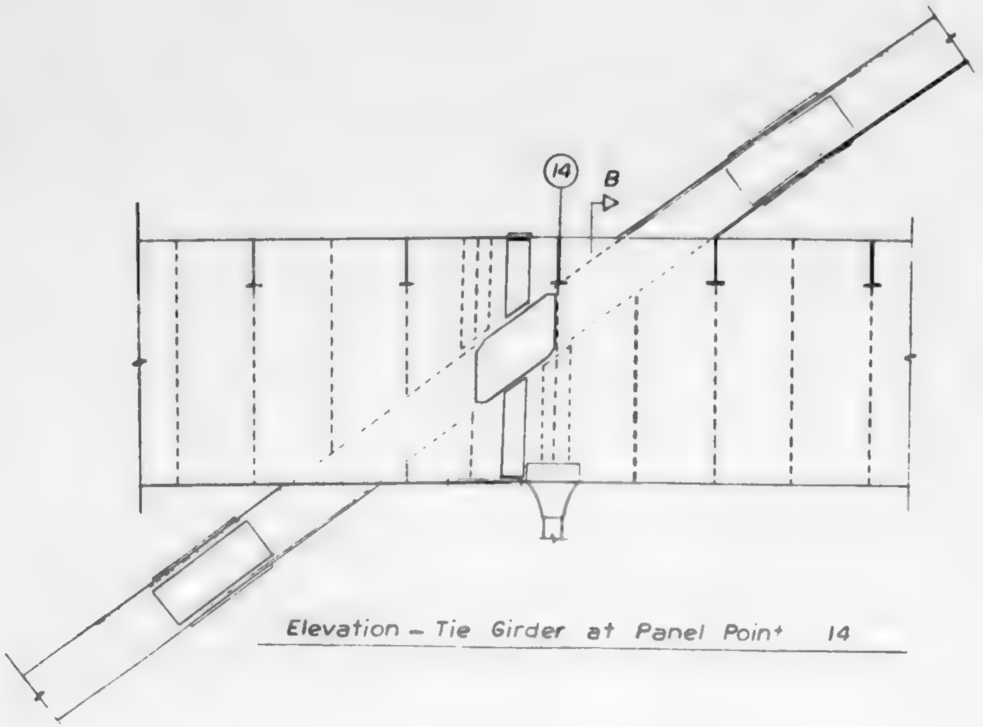
DATE: 10-10-80
DRAWN BY: M.J.K.
CHECKED BY: J.M.H.
SCALE: none

GENERAL NOTES AND DETAILS

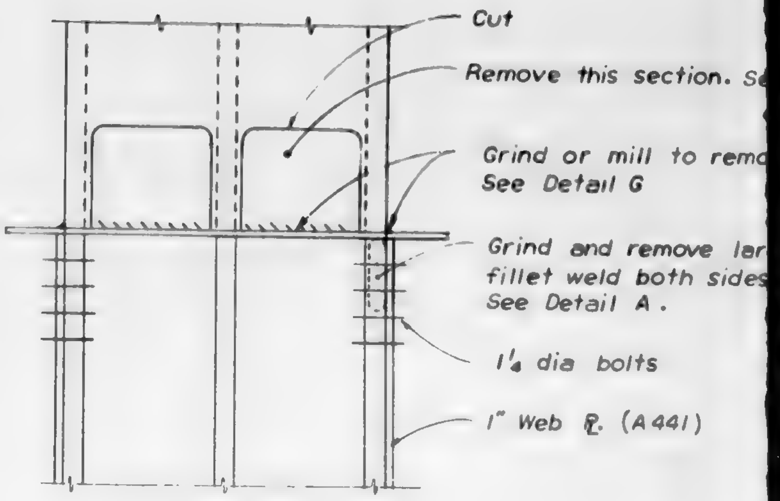
CLIENT: Oregon State Highway Dept

SHEET NUMBER 1

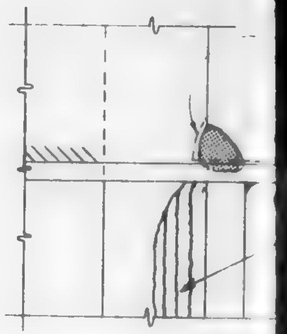
PROJ. NUMBER 78646



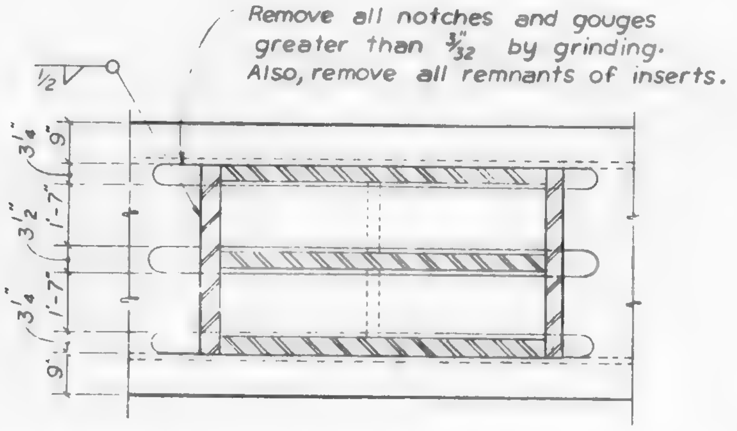
Elevation – Tie Girder at Panel Point 14


Cut
Remove this section. Se
Grind or mill to remo
See Detail G
Grind and remove lar
fillet weld both sides
See Detail A.
1¼ dia bolts
1" Web ℞. (A441)

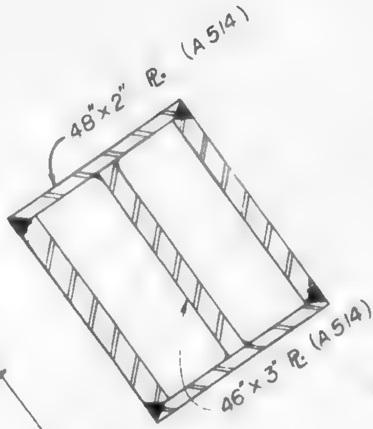
Section B – Arch Rib

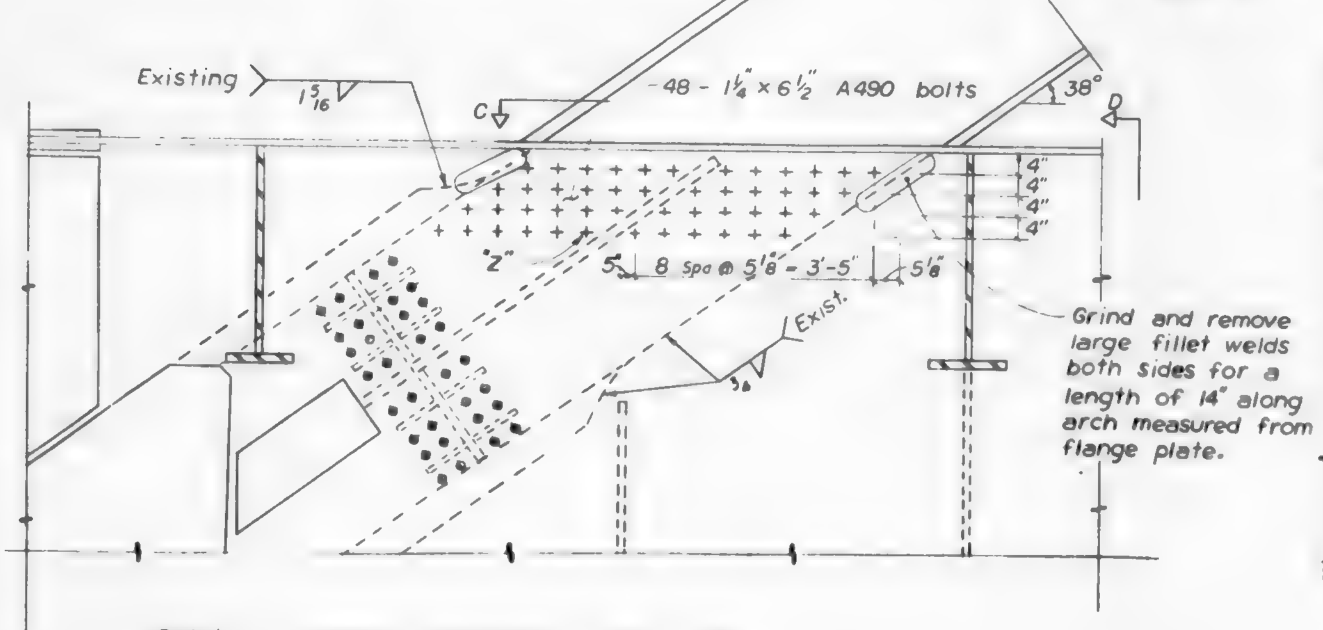


Detail G – Fillet Welds
Arch Rib


Remove all notches and gouges
greater than 3/32 by grinding.
Also, remove all remnants of inserts.
½
3¼"
9"
3½"
1'-7"
3¼"
1'-7"
9"

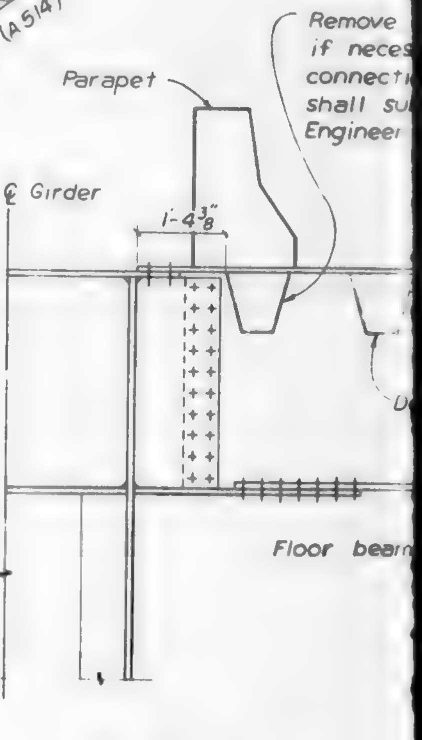
Section C – Slots in Flange for Arch Ribs


48"x2" ℞. (A514)
46"x3" ℞. (A514)


Existing
1 5/16
C
48 - 1¼" x 6½" A490 bolts
38°
D
4"
4"
4"
4"
"Z"
5
8 Spa @ 5⅝ = 3'-5"
5⅝
Exist.
5/16
Grind and remove
large fillet welds
both sides for a
length of 14" along
arch measured from
flange plate.

Detail A – Bolted Connection of Arch Rib

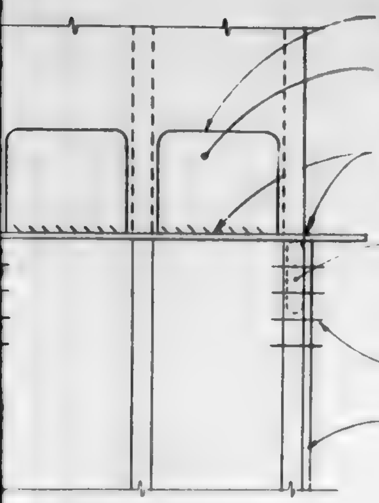
Note: Top flange connection shown. Bottom flange connection identical.


Remove
if neces
connecti
shall su
Engineer
Parapet
℄ Girder
1'-4⅜"
D
Floor bear

Section D – Floor Beam
Deck Framing.

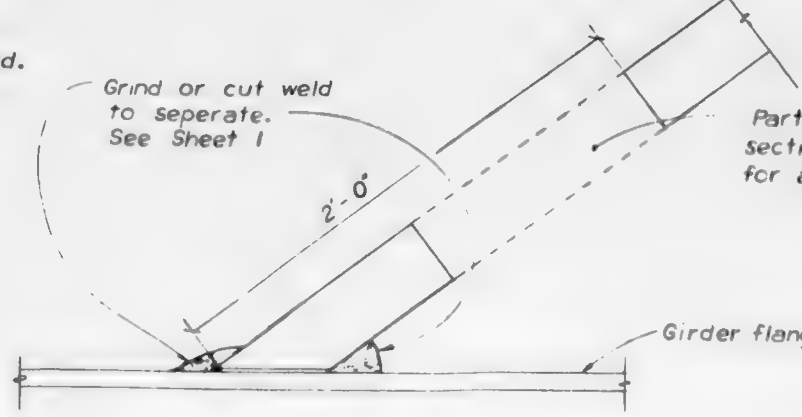
[illegible] VALLEY REPRODUCTION

DATE	BY	REVISION RECORD	DR	CK.



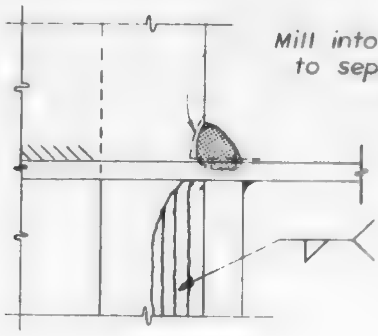
Cut
Remove this section. See Detail F
Grind or mill to remove weld.
See Detail G
Grind and remove large
fillet weld both sides.
See Detail A.
1¼ dia bolts
1" Web ℞ (A441)

ction B - Arch Rib



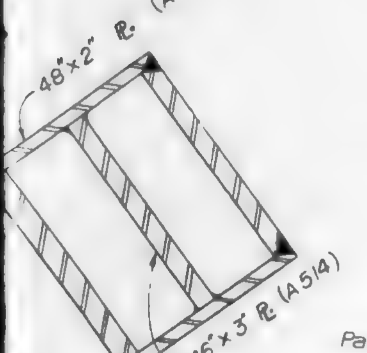
Grind or cut weld
to seperate.
See Sheet 1
2'-0"
Part of arch flange
section removed initially
for access to inside weld.
Girder flange
½" ℞ A36 top
2¾" ℞ A588 bot.

Detail F - Arch Flange Connection

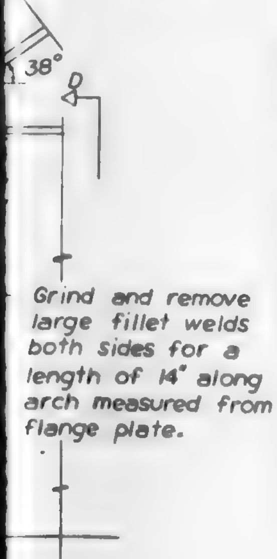


Mill into A514 ℞
to separate
1 5/16 or ¾
Existing

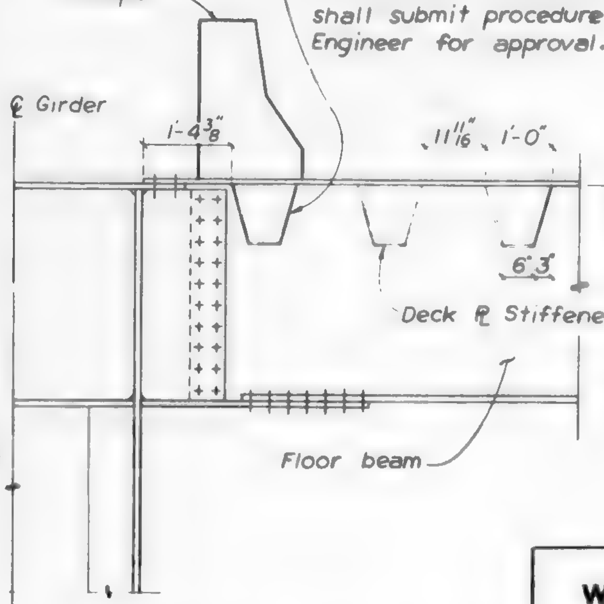
Detail G - Fillet Welds Connecting
Arch Rib



48"x2" ℞ (A514)
46"x3" ℞ (A514)



38°
D
Grind and remove
large fillet welds
both sides for a
length of 14" along
arch measured from
flange plate.



Parapet
Remove deck ℞ stiffener
if necessary to complete
connection. Contractor
shall submit procedure to
Engineer for approval.
℄ Girder
1'-4⅜"
11 11/16"
1'-0"
1'-0"
6¾"
Deck ℞ Stiffener
Floor beam

Section D - Floor Beam and
Deck Framing.

al.

PROCEDURE:

1. Drill 1-5/16 in. diameter hole at location "Z" shown in Detail A. Determine gap between plates and report to Engineer before proceeding. Drill remaining 1-5/16 in. diameter holes shown in Detail A. Install 1-1/4 in. diameter high-strength bolts conforming to ASTM A490 with heavy hexagon head and nuts. Bolt heads shall be placed on the exterior surface of the structure where visible. Hardened washers shall be installed under both nut and bolt head. Each bolt shall be tightened to provide, when all bolts in connection are tight, a minimum bolt tension of 102,000 lbs.
2. Drill or core holes through flange of arch of sufficient diameter to provide an initial starting point for cuts. Make cuts between arch-ribs and remove part of section, as shown in Detail F.
3. Separate transverse welds connecting arch to girder flange and remove arch flange section between ribs. Mill or grind out fillet weld around the perimeter of the arch at the flange surface. Do not mill into flange plate.
4. Check flame cut edge around perimeter of flange slots (see Section C). All notches and gouges greater than 3/32 in. shall be removed by machining or grinding and fairing in at a slope not exceeding 1:10.
5. Grind and remove large fillet welds connecting arch-rib to web plate for a length of 14 in. measured along arch-rib from termination of fillet at flange plate. Faire termination of grinding to a maximum slope of 1:2.5.
6. Grind all material surface imperfections which exist on flange or web plate. Surface shall have a roughness average (R_a) of 63 or less. Remove all burrs from cut edges and check for irregularities. Cut surfaces shall have a roughness average of 250 or less.
7. Obtain approval of Engineer before proceeding.
8. Clean surface to remove any contaminants or any rusting.
9. Paint surfaces with undercoat plus final coat.

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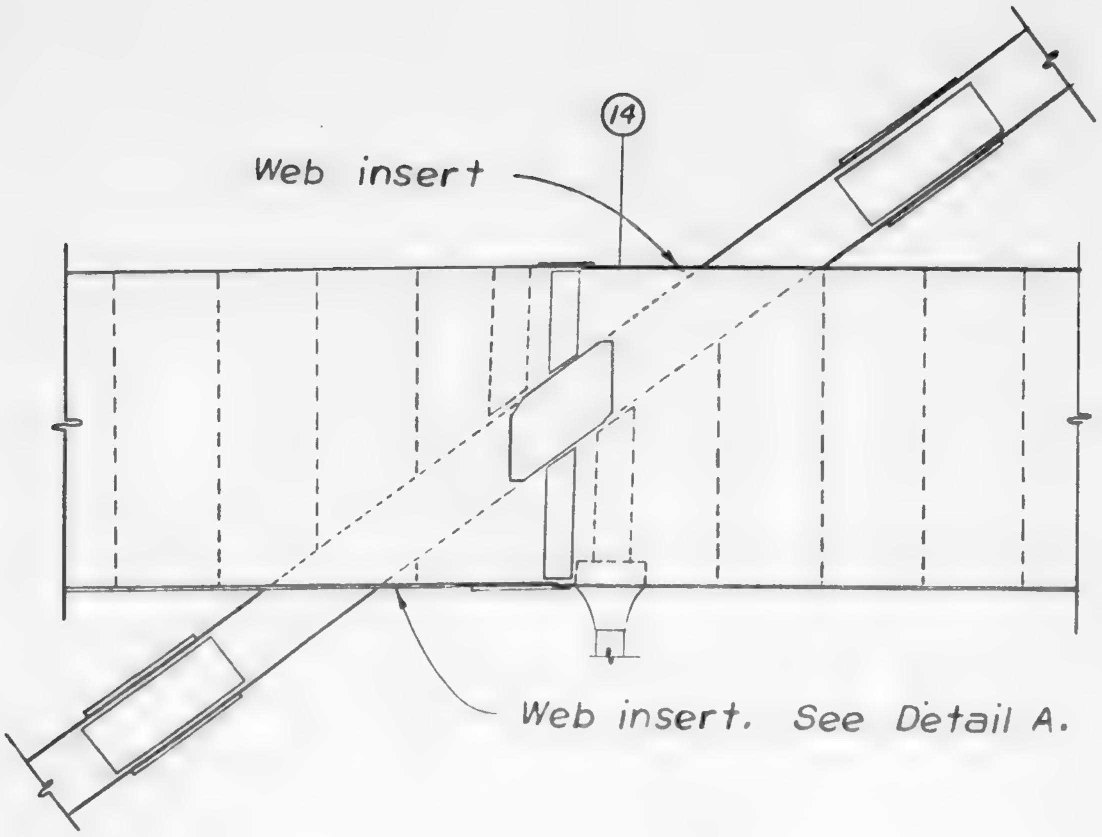
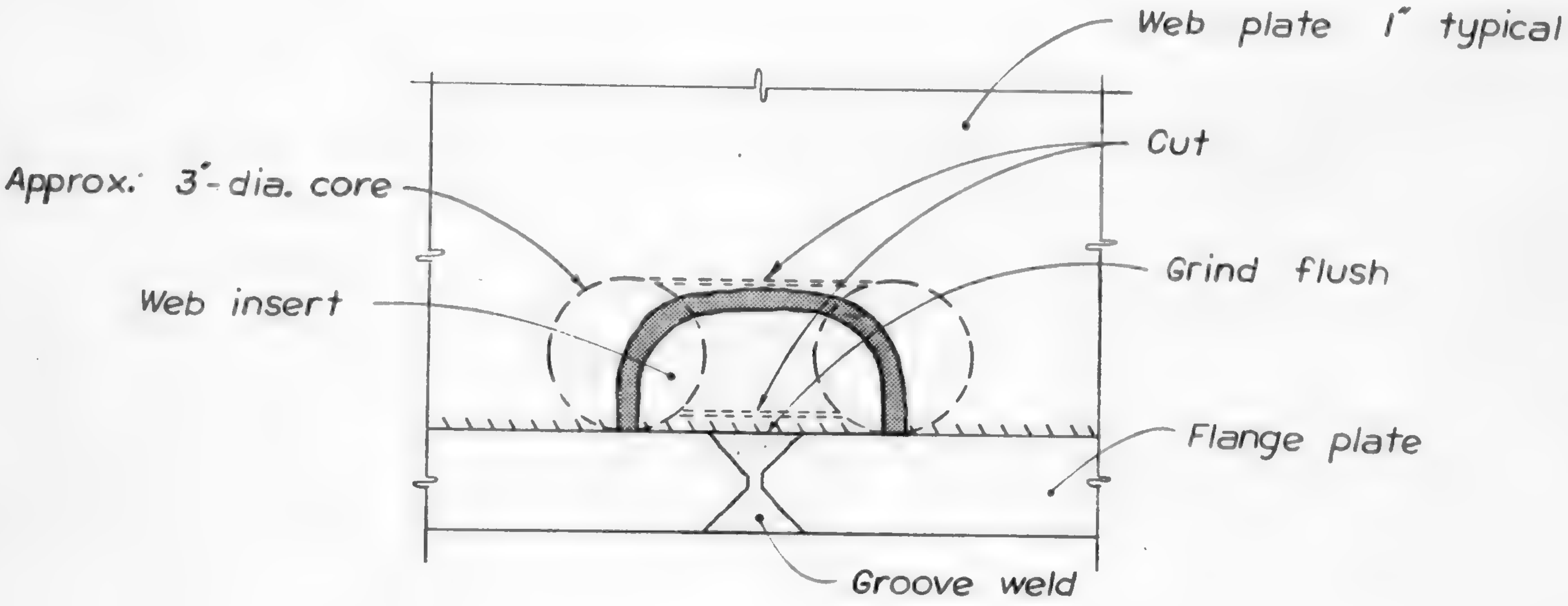
DATE: 8 - 25 - 80	PANEL POINTS 14 AND 34	**SHEET NUMBER** 2
DRAWN BY: M. J. K.		
CHECKED BY: J. M. H.	**CLIENT:**	**PROJ. NUMBER**
SCALE: none	Oregon State Highway Dept.	78646



14
Web insert
Web insert. See Detail A.

Elevation - Tie Girder at Panel Points 14 and 34



Web plate 1" typical
Cut
Approx. 3"-dia. core
Grind flush
Web insert
Flange plate
Groove weld

Detail A - Web Insert

WHEELING REPRODUCTIONS

DATE	SYM	REVISION RECORD	DR.	CK.

"typical

te

PROCEDURE:

1. Core holes through web of tie girder of sufficient diameter (approx 3 in.) to clear top of weld and provide an initial starting point for horizontal cuts. Make horizontal cuts through web plate by sawing or grinding, as shown in Detail A.

2. Remove designated section.

3. Remove burrs and grind all cut surfaces. Surface shall have a roughness average (R_a) of 63 or less and be free of imperfections.

4. Obtain approval of engineer before proceeding.

5. Clean surface to remove any contaminants or rusting.

6. Paint surfaces with undercoat and final coat.

7. Install weatherproof plug and sealant in hole. Paint inside and outside surfaces to match original.

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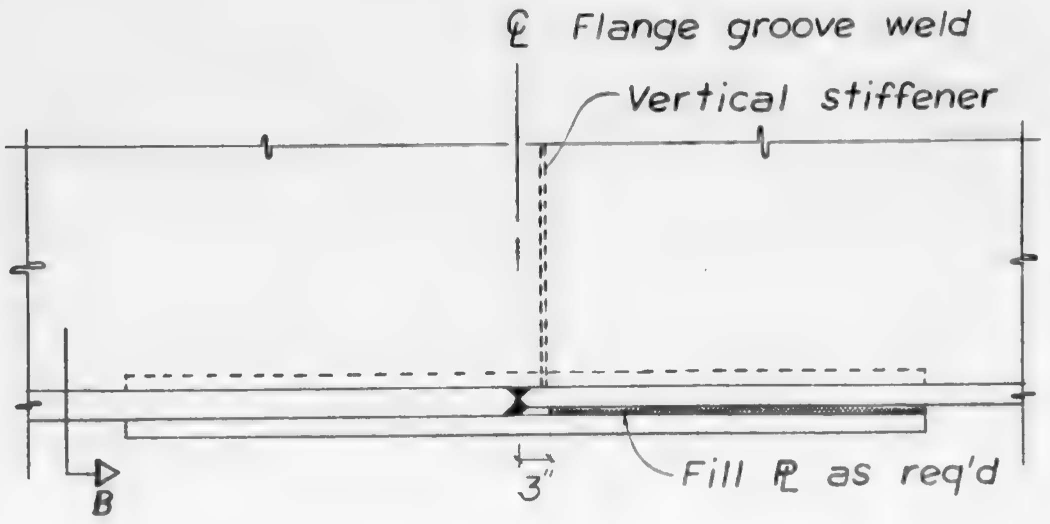
DATE: 7-15-80
DRAWN BY: M. J. K.
CHECKED BY: J.M.H.
SCALE: none

WEB INSERTS

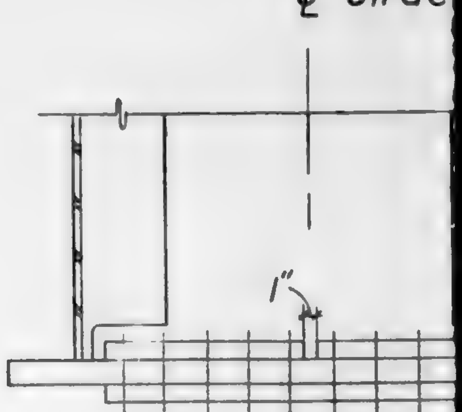
CLIENT: Oregon State Highway Dept.

SHEET NUMBER 3

PROJ. NUMBER 78646


℄ Flange groove weld
Vertical stiffener
3"
Fill PL as req'd
B

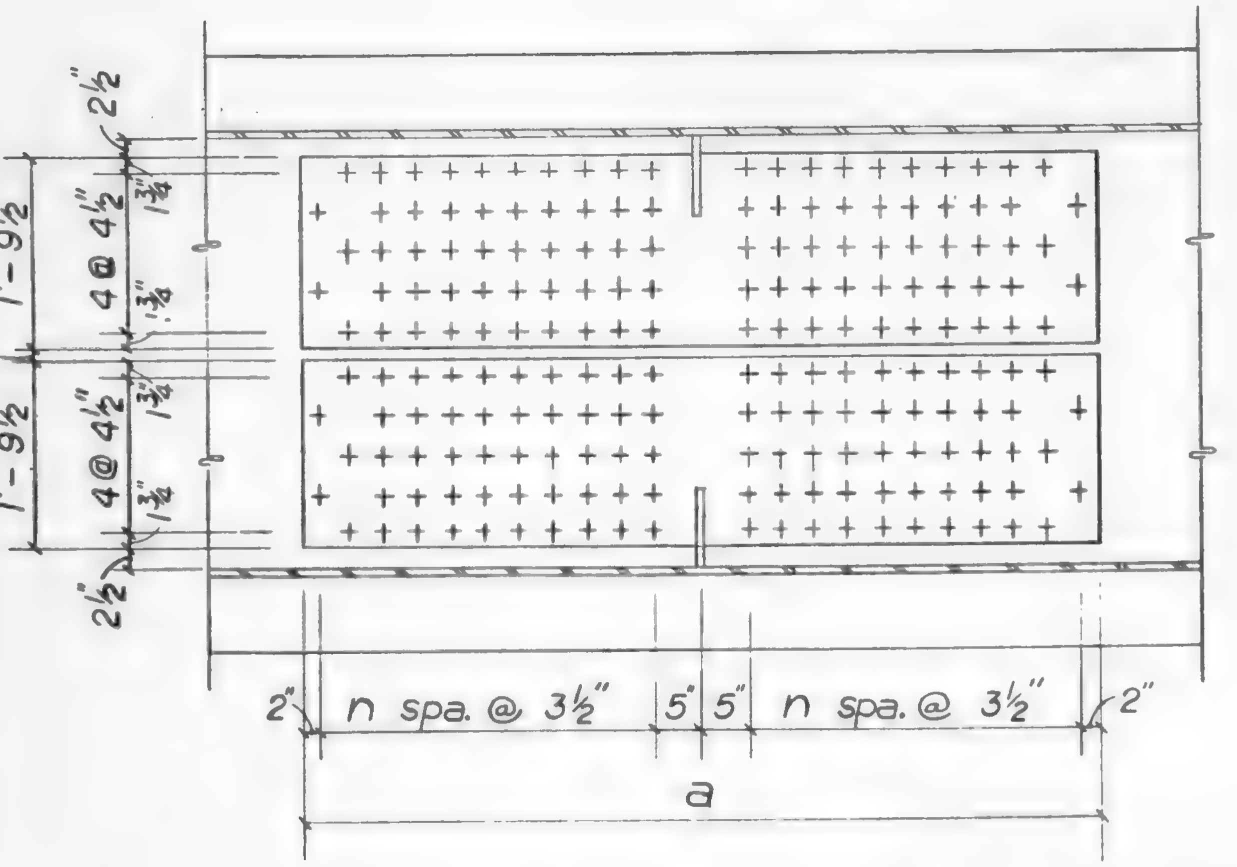
Elevation – Girder Reinforcement at Bottom Flange Groove Weld



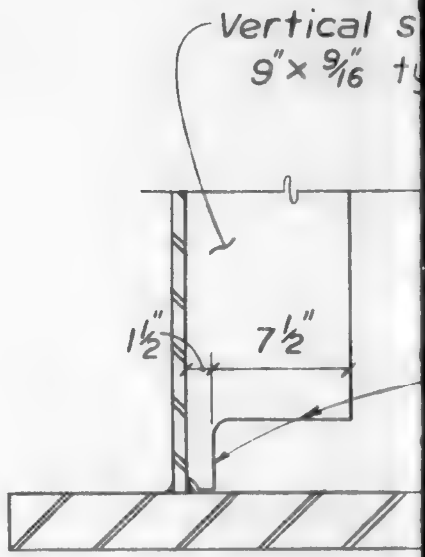
Inside PL's 2 - 21½" ×

Outside PL 1 - 44" ×

Section B – End Vi


2½"
1'-9½"
4@4½"
1¾"
1¾"
1"
1¾"
1'-9½"
4@4½"
1¾"
1¾"
2½"
2"
n spa. @ 3½"
5"
5"
n spa. @ 3½"
2"
a

Detail A – Bolted Connection at Groove weld

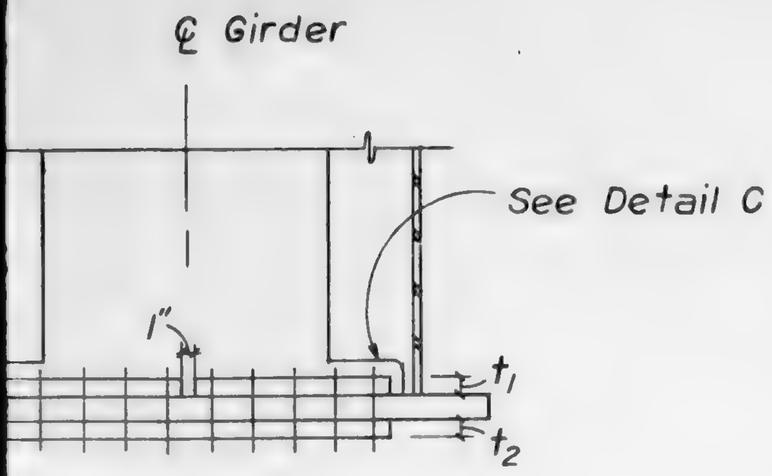

Vertical s
9"× 9/16 t
1½"
7½"

Detail C – Modification
of Vertical S

Scale: 1" = 1'-0"

WHEELING REPRODUCTIONS

DATE	SYM	REVISION RECORD	DR.	CK.



e ℞'s 2 - 21½" × t_1

de ℞ 1 - 44" × t_2

ion B – End View

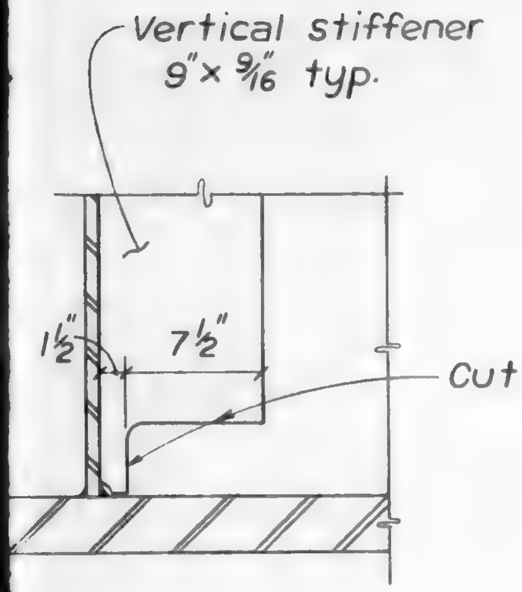
LOCATIONS OF REINFORCEMENT[1]

Butt Weld Location	Plate Thickness t_1	t_2	No. Spaces n	Plate Length a	Fill Plate Thickness(2)	Bolt Length
PP 17-18 North	1 3/4"	1 3/4"	11	7'6"	1/4"	7 1/2"
PP 38-39 North	1 1/2"	1 1/2"	10	7'0"	1/4"	6 1/2"
PP 13-14 South	Requires special details to be developed by Engineer					

Notes:

(1) Grind bottom surface of groove weld at PPB-14 on the north tie girder. Reinforcement to be added if grinding does not remove defects.

(2) Verify field dimensions prior to ordering material.



C - Modification at Base of Vertical Stiffener

ale: 1"= 1'-0"

PROCEDURE:

1. Cut and remove base portion of vertical stiffener to allow installation of bolted connection plates, see Detail C. Remove all burrs from cut edges. Cut surface shall have a roughness average (R_a) of 500 or less.

2. Sand blast connection area to remove all paint, scale and other foreign material from flange surfaces. Extend surface preparation a distance of 12 inches on each side of the connection.

3. Drill $1^1/_{16}$ in. diameter holes shown in Detail A. Clean connection surface of any cutting oils or contaminants. Install connection plates and 1 in. diameter high-strength bolts conforming to ASTM A490 with heavy hexagon head and nuts. Bolt heads shall be placed on the exterior surface of the structure. Hardened washers shall be installed under both nut and bolt head. Each bolt shall be tightened to provide, when all bolts in connection are tight, a minimum bolt tension of 63,600 lbs.

4. Paint surfaces with undercoat plus final coat.

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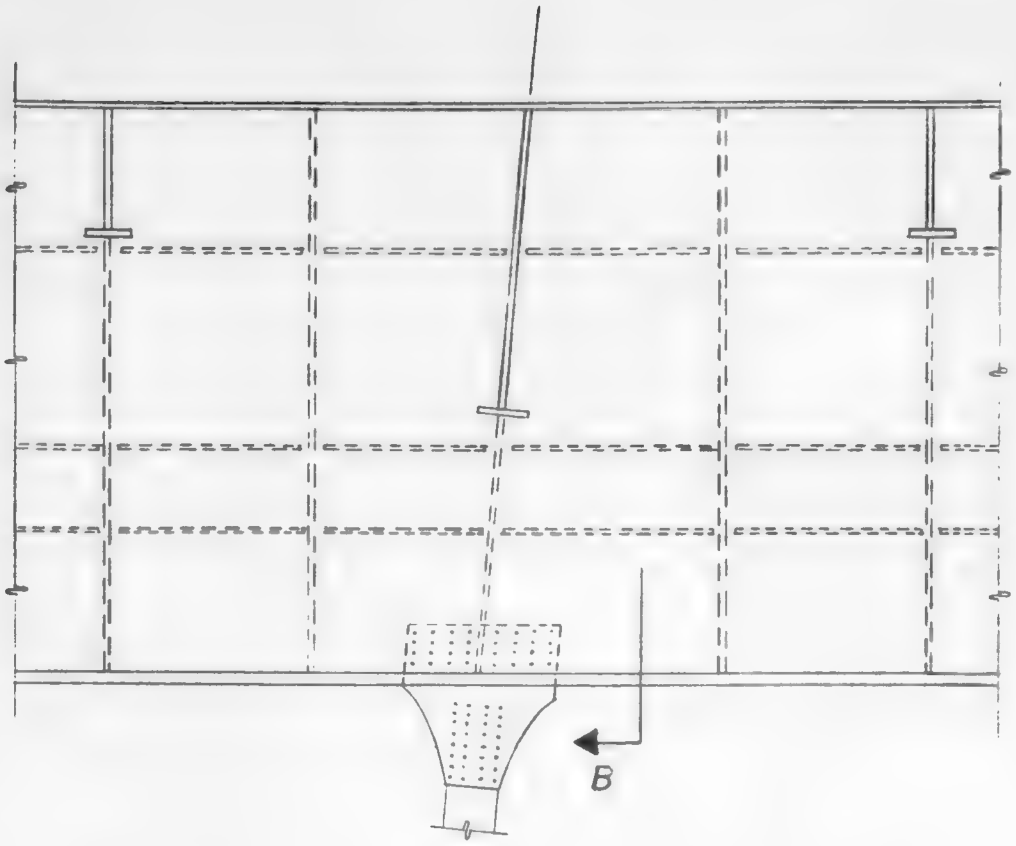
DATE: 10-1-80
DRAWN BY: M J K
CHECKED BY: J M H
SCALE: ½" = 1'-0"

GROOVE WELD REINFORCEMENT

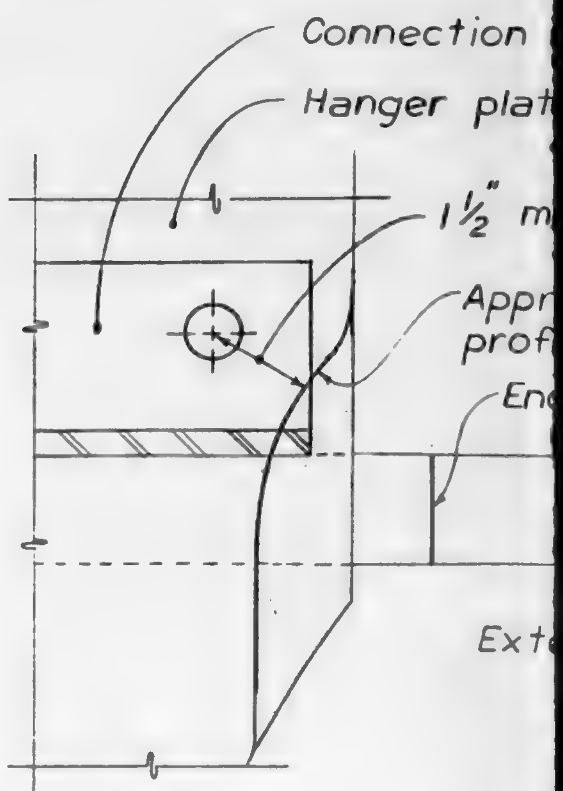
CLIENT: Oregon State Highway Dept.

SHEET NUMBER 4

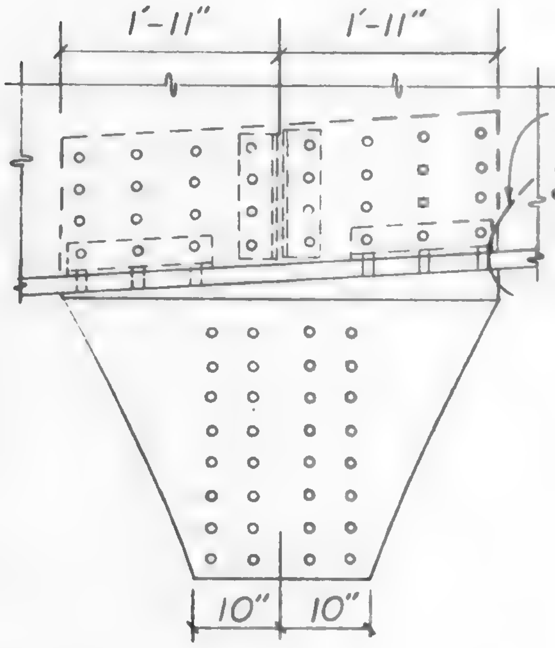
PROJ. NUMBER 78646



Elevation – Tie Girder with Lower Deck Hanger Connection

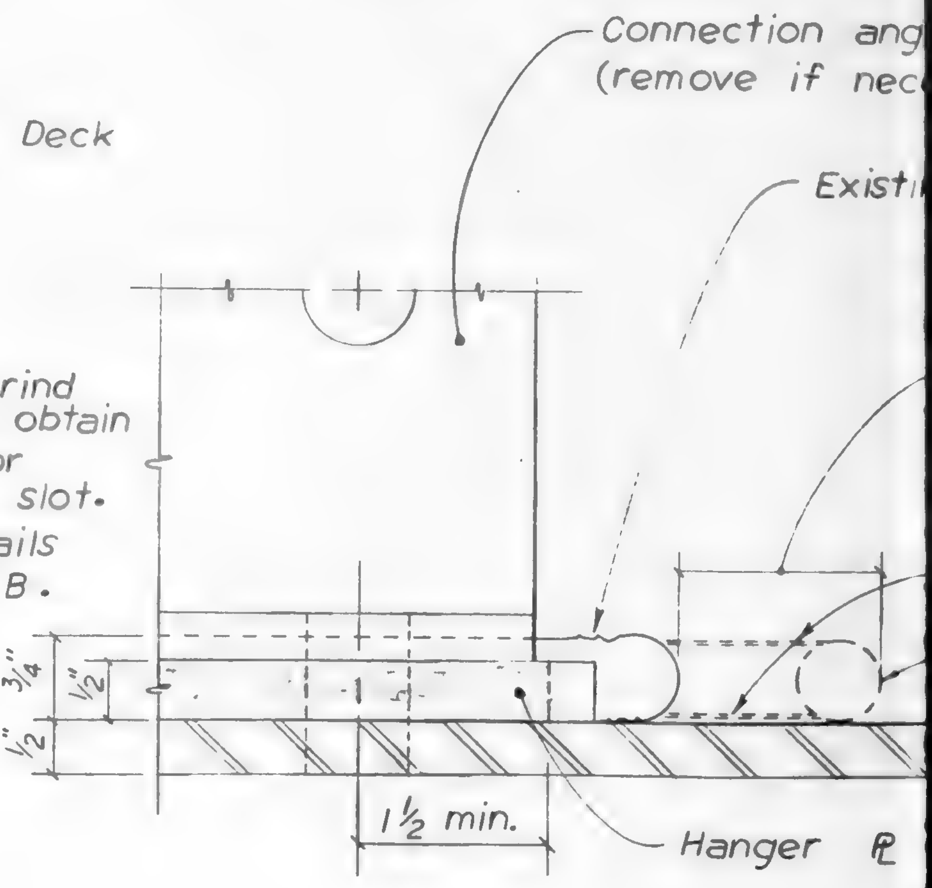

Connection
Hanger plat
1½" m
Appr
profi
En
Exte

Detail A – Modification of H


1'-11"
1'-11"
10"
10"

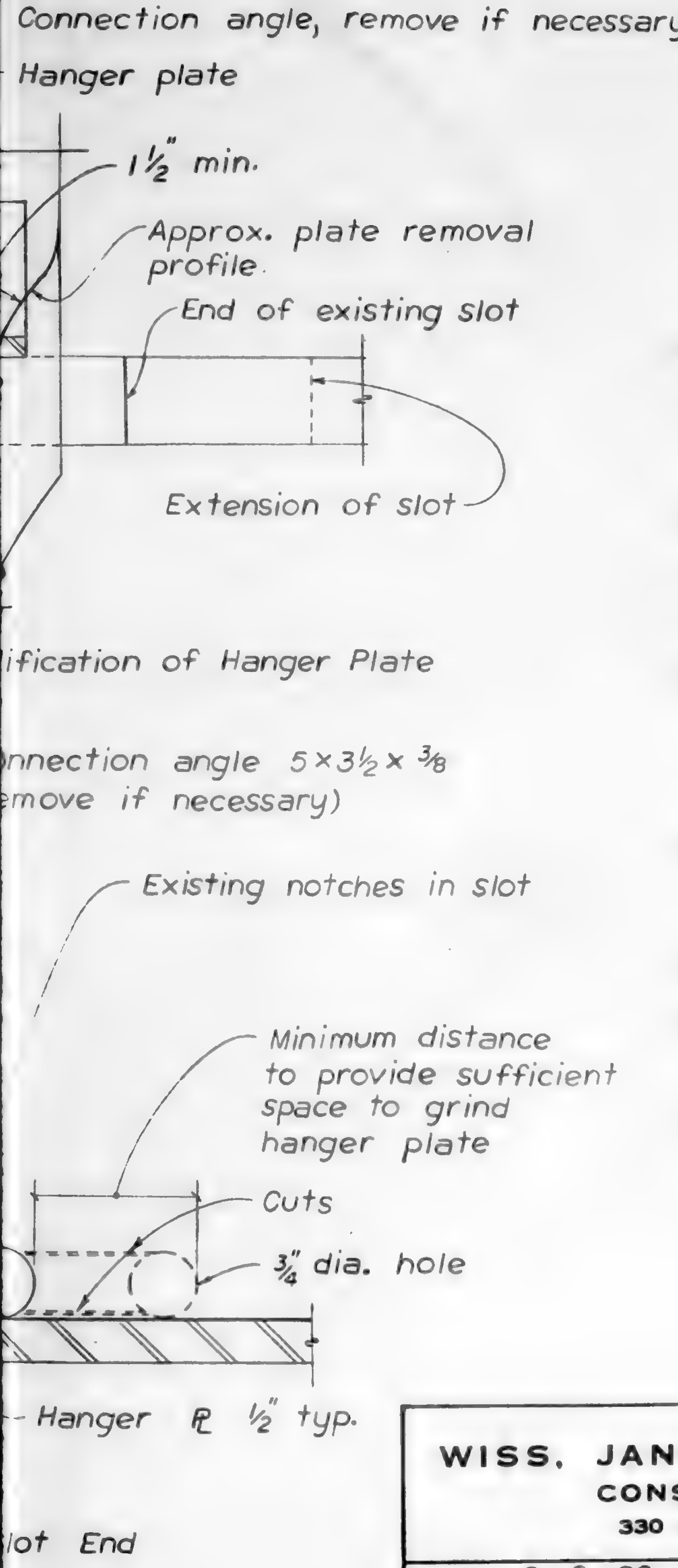
Cut or grind plate to obtain access for grinding slot. See Details A and B.

Elevation – Typical Hanger Connection Plate


Connection ang
(remove if nec
Existi
3/4"
1/2"
1/2"
1½ min.
Hanger ℄

Detail B – Hanger Slot End Condition

DATE	SYM	REVISION RECORD	DR.	CK.


Connection angle, remove if necessary
Hanger plate
1½" min.
Approx. plate removal profile
End of existing slot
Extension of slot
ification of Hanger Plate
nnection angle 5×3½×3/8
emove if necessary)
Existing notches in slot
Minimum distance to provide sufficient space to grind hanger plate
Cuts
3/4" dia. hole
Hanger PL ½" typ.
lot End

PROCEDURE

1. Drill 3/4 in. diameter hole through flange of tie girder and complete cuts through flange to hangar slot, as shown in Detail B.
2. Cut or grind back hanger plate to obtain access for grinding notches in slot. Maintain a minimum edge distance of 1-1/2 in. on the hanger plate to the nearest bolt hole.
3. Check surface around perimeter of hanger slot for notches and gouges. All notches and gouges greater than 3/32 in. shall be removed by machining or grinding and fairing in at a slope not exceeding 1:10 if possible.
4. Remove all burrs from cut edge and grind surface to obtain a roughness average of 125 or less.
5. Obtain approval of engineer before proceeding.
6. Clean surface to remove any contaminants or rusting.
7. Paint surfaces with undercoat plus light color final coat.

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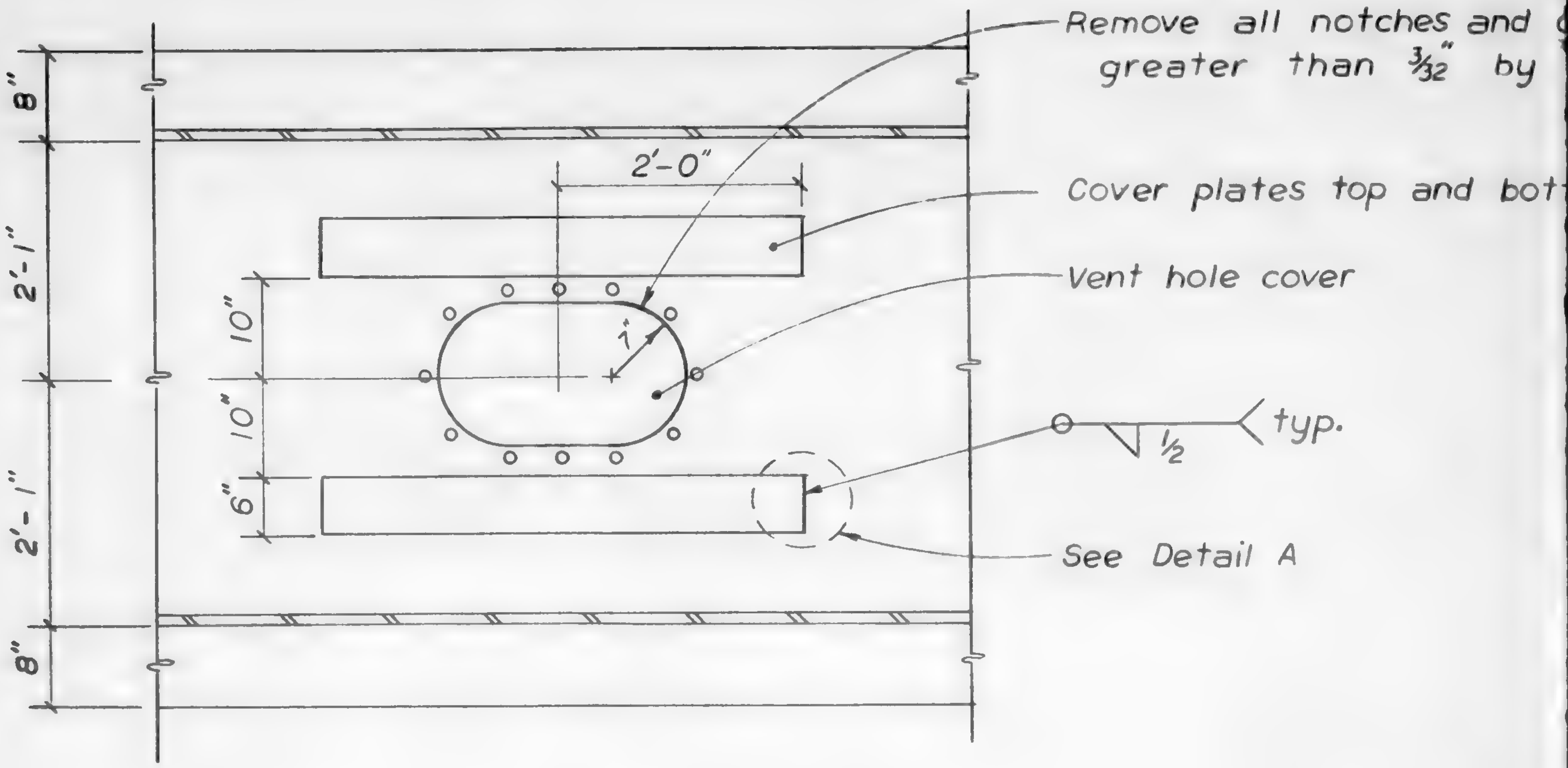
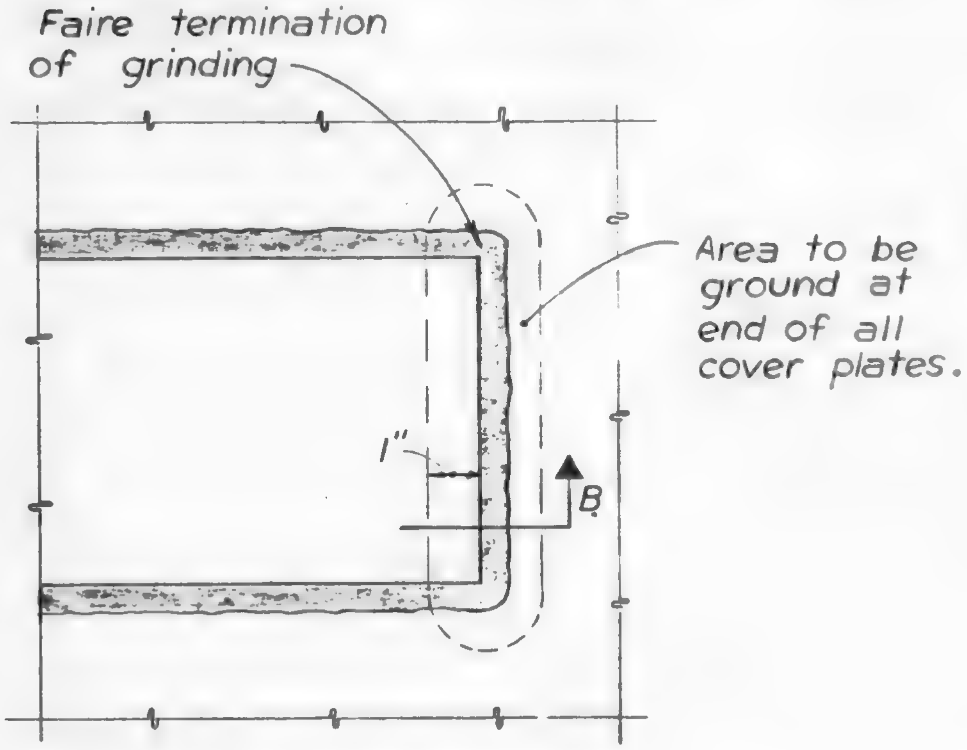
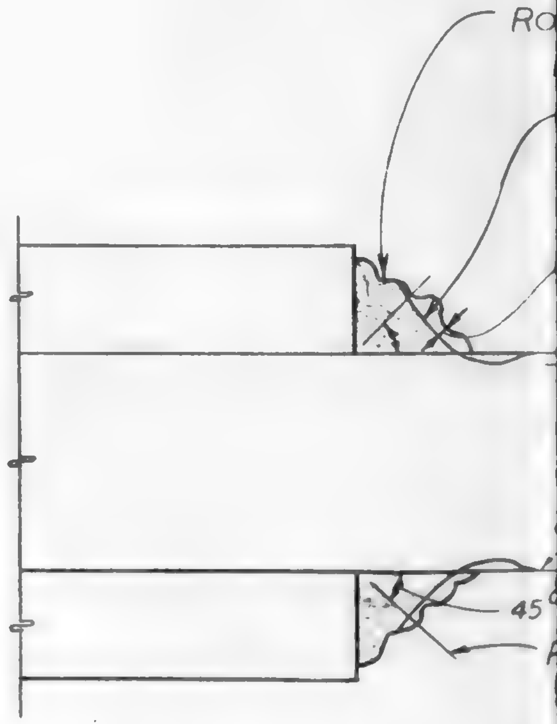
DATE: 6-2-80 **DRAWN BY:** M.J.K.	HANGER SLOTS	**SHEET NUMBER** 5
CHECKED BY: J.M.H. **SCALE:** none	**CLIENT:** Oregon State Highway Dept.	**PROJ. NUMBER** 78646


Remove all notches and
greater than 3/32" by
2'-0"
Cover plates top and bot
Vent hole cover
r
1/2
typ.
See Detail A
8"
2'-1"
10"
10"
6"
2'-1"
8"

Plan – Bottom Flange Vent Opening


Faire termination of grinding
Area to be ground at end of all cover plates.
1"
B

Detail A – Weld at End of Cover Plate



Section B – Weld Profile
End of Cover Pla

SKOKIE VALLEY

DATE	SYM	REVISION RECORD	DR.	CK.

l notches and gouges
than 3/32" by grinding

es top and bottom

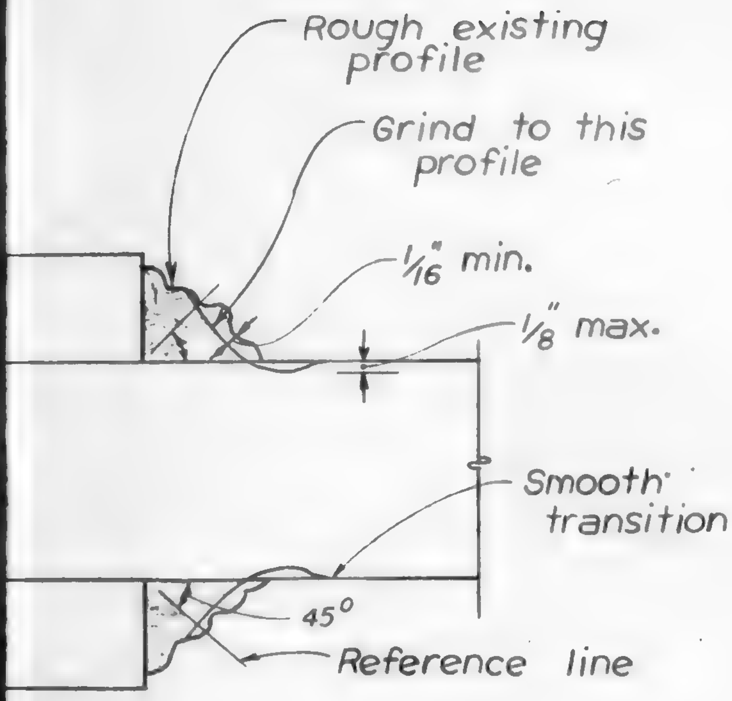
cover

typ.

A

PROCEDURE:

1. Remove vent cover casting.
2. Check flame cut edge around perimeter of vent opening for notches and gouges. All notches and gouges greater than 3/32 in. shall be removed by machining or grinding and fairing in at a slope not exceeding 1:10.
3. Grind transverse weld at end of cover plate to a smooth profile from bottom flange to reference line, as shown in Section B. Do not reduce throat thickness of weld. Ground surface shall have a roughness average (R_a) of 63 or less. Faire termination of grinding to a maximum slope of 1:2.5.
4. Obtain approval of engineer before proceeding.
5. Clean surface to remove any contaminants or any rusting.
6. Paint surfaces with undercoat plus final coat.
7. Install vent cover casting.



B – Weld Profile at
nd of Cover Plate

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CONSULTING & RESEARCH ENGINEERS
330 PFINGSTEN ROAD, NORTHBROOK, ILL. 60062

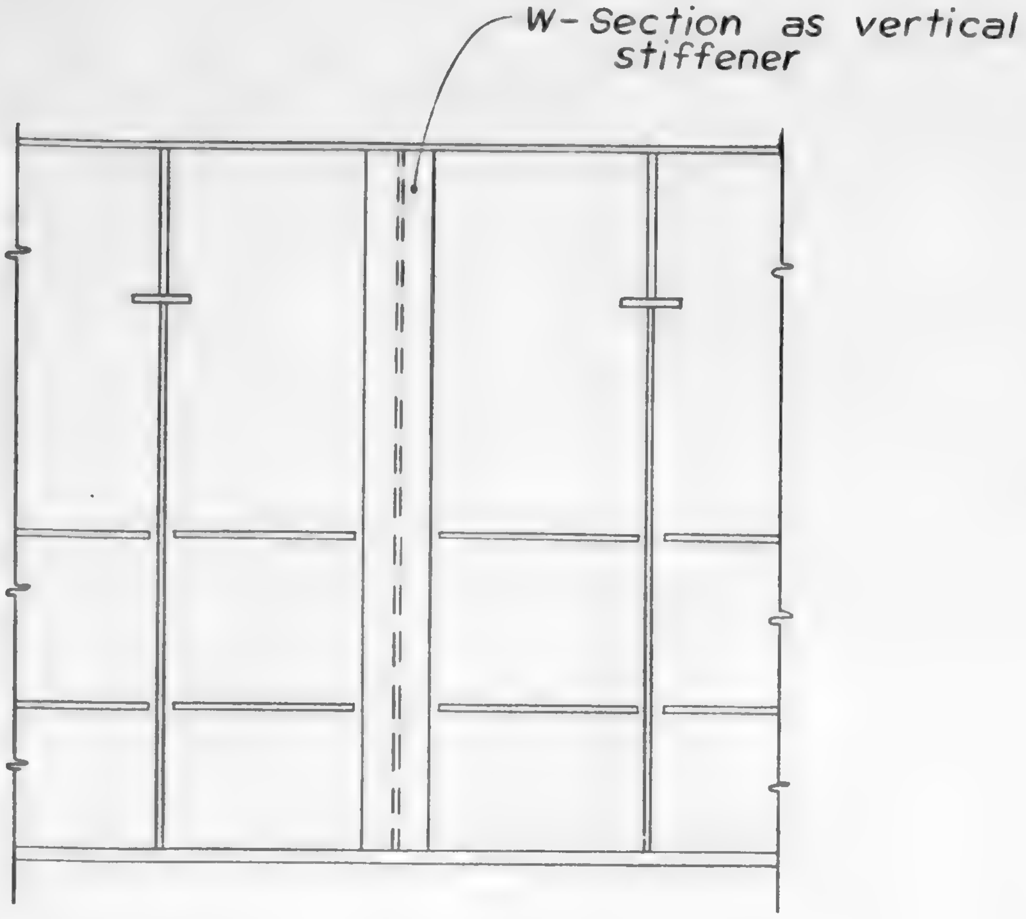
DATE: 5-23-80
DRAWN BY: M. J. K.
CHECKED BY: J. M. H.
SCALE: none

VENT OPENINGS

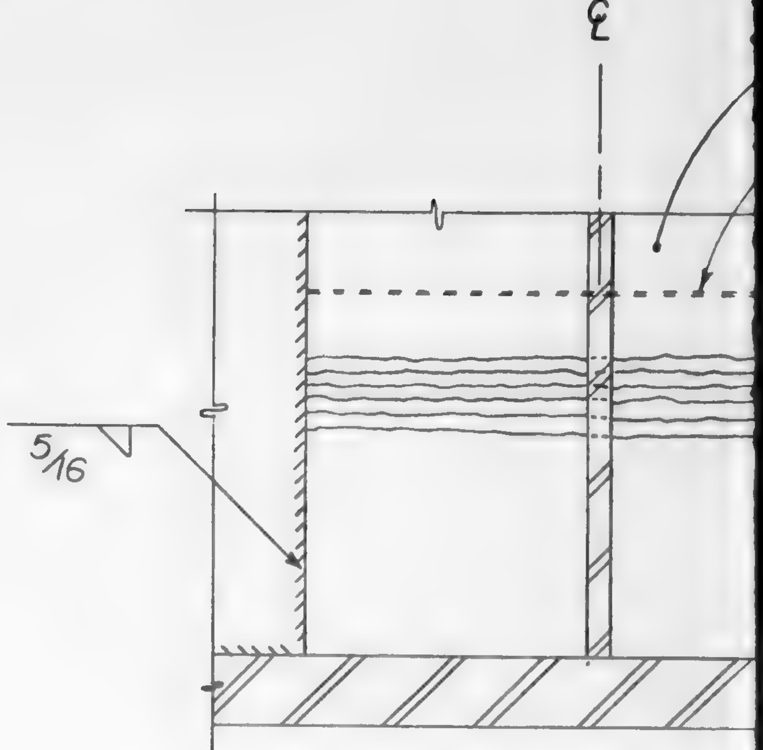
CLIENT: Oregon State Highway Dept.

SHEET NUMBER 6

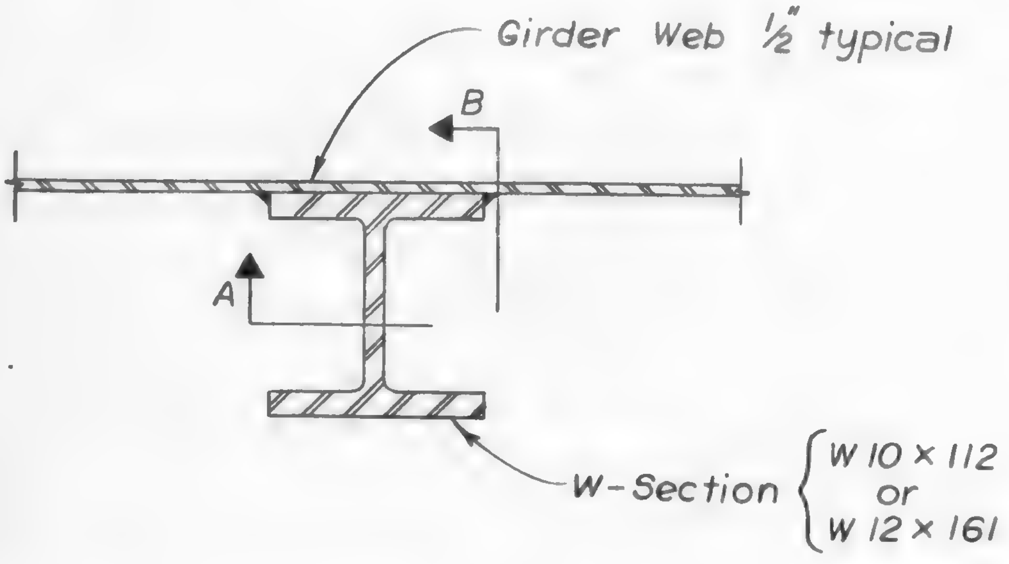
PROJ. NUMBER 78646


W-Section as vertical stiffener

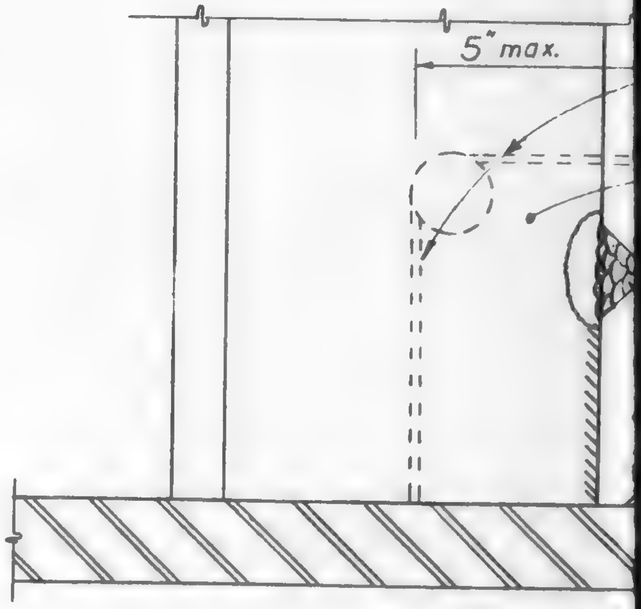
Elevation - Inside of Tie Girder



Section A – Heavy Groo
Base of

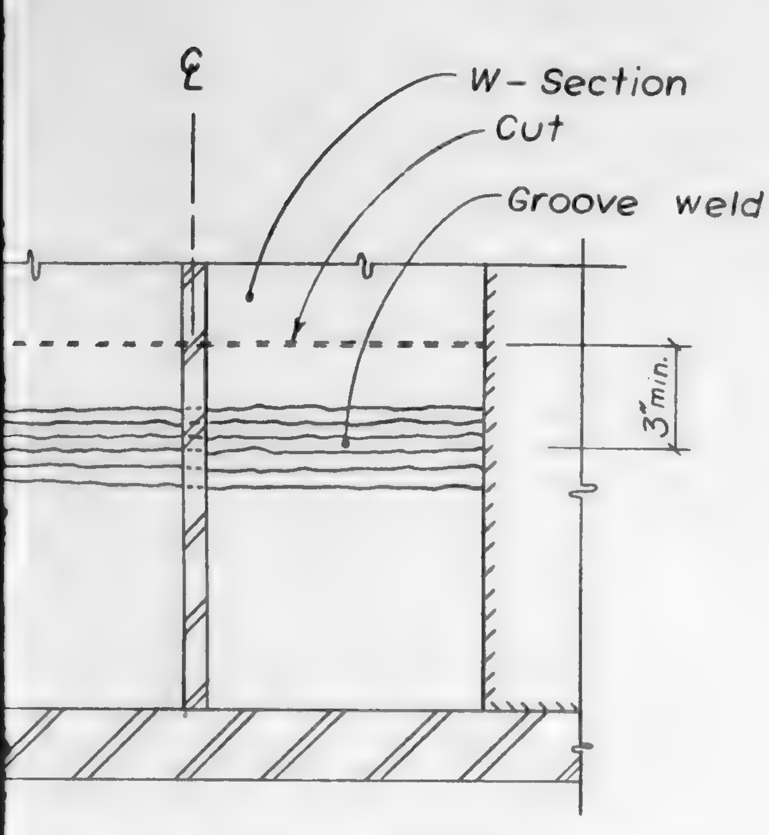

Girder Web 1/2" typical
B
A
W-Section
W 10 × 112
or
W 12 × 161

End View – Connection of W-Section

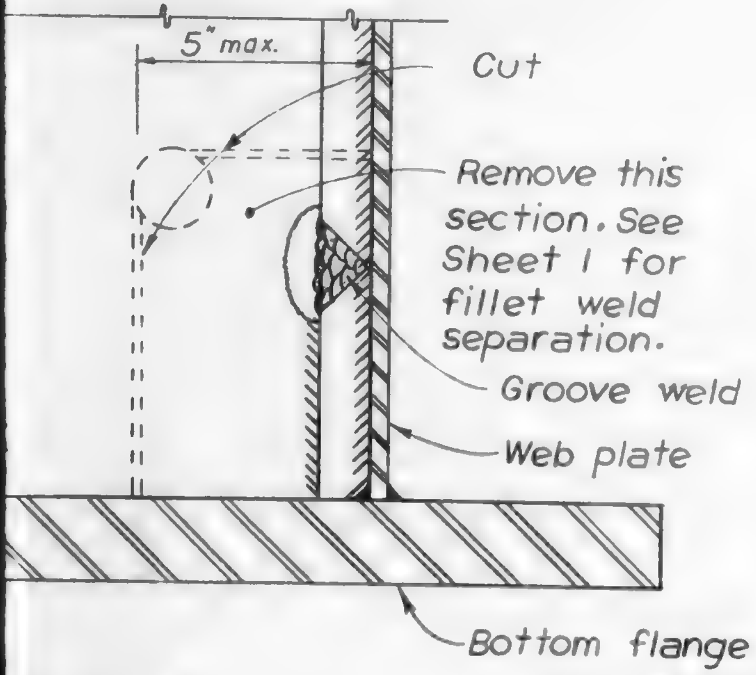


Section B

DATE	SYM	REVISION RECORD	DR.	CK.



A – Heavy Groove Weld near Base of Stiffener


5" max.
Cut
Remove this section. See Sheet 1 for fillet weld separation.
Groove weld
Web plate
Bottom flange

Section B

PROCEDURE:

1. Drill or core hole through web of W-Section of sufficient diameter to provide an initial starting point for cuts. Make horizontal and vertical cuts by sawing or grinding through W-Section to web and bottom flange of tie girder. Do not notch or gouge web and flange surface during the cutting operation.

2. Cut out vertical fillet welds that attach W-Section, from the bottom flange to horizontal cut, as shown in typical detail. Do not grind any deeper than 1/16 in. into web plate material.

3. Remove designated section.

4. Grind all material surface imperfections which exist on web plate. Surface shall have a roughness average (R_a) of 63 or less.

5. Remove all burrs from cut edge and check for irregularities. Cut surface shall have a roughness average of 500 or less.

6. Obtain approval of engineer before proceeding.

7. Clean surface to remove any contaminants or rusting.

8. Paint surfaces with undercoat plus final coat.

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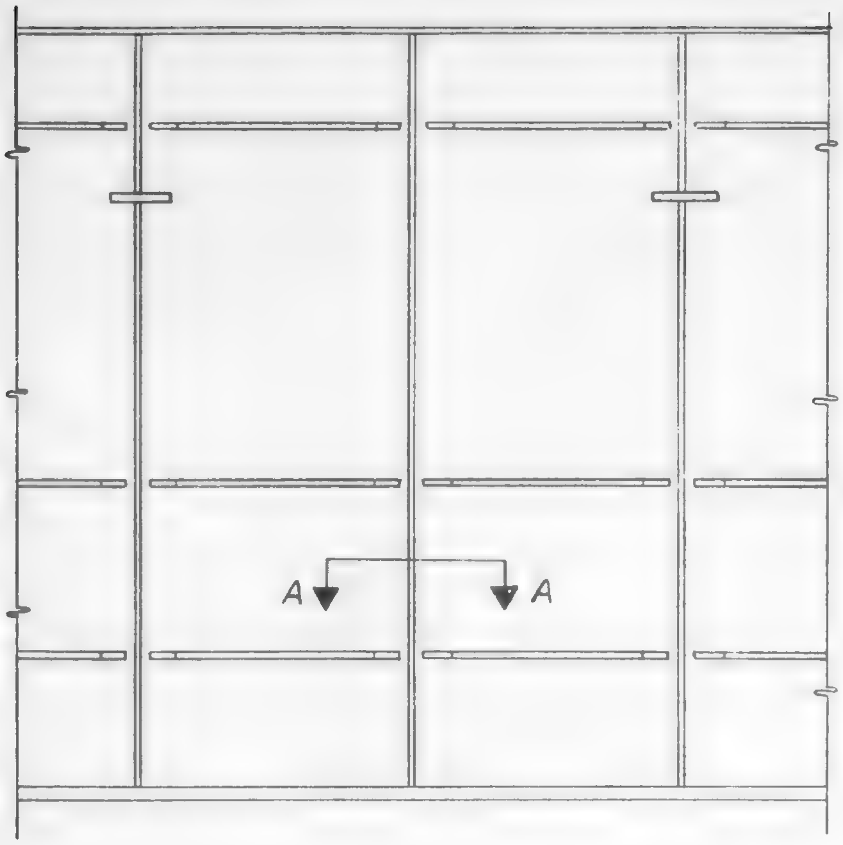
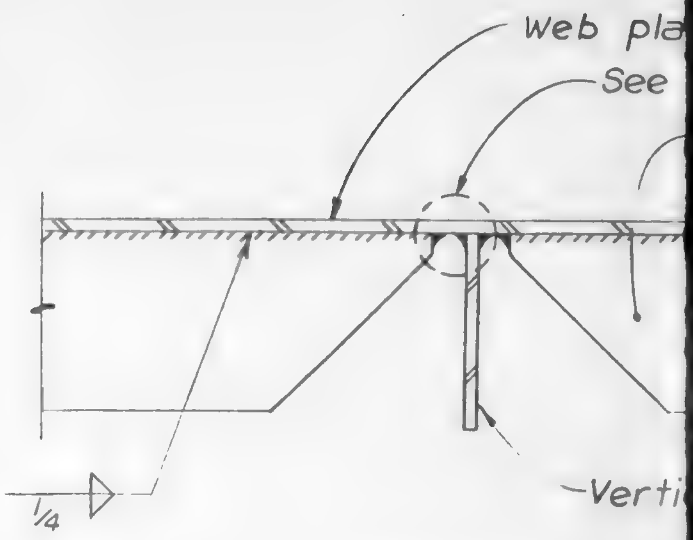
330 PFINGSTEN ROAD, NORTHBROOK, ILL. 60062

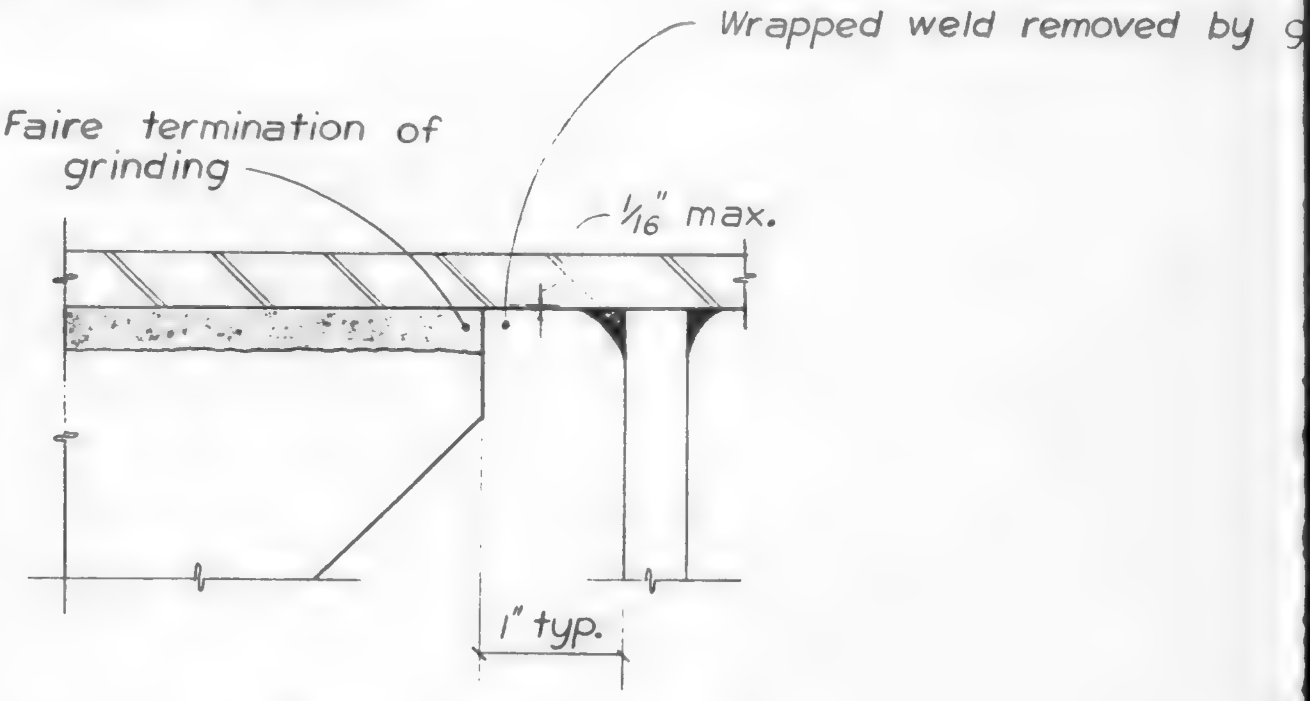
DATE: 5-28-80	BASE OF W STIFFENERS		SHEET NUMBER 7
DRAWN BY: M.J.K.			
CHECKED BY: J.M.H.	CLIENT: Oregon State Highway Dept.		PROJ. NUMBER 78646
SCALE: none			



Elevation - Inside of Tie Girder


Web pla
See
Verti
1/4

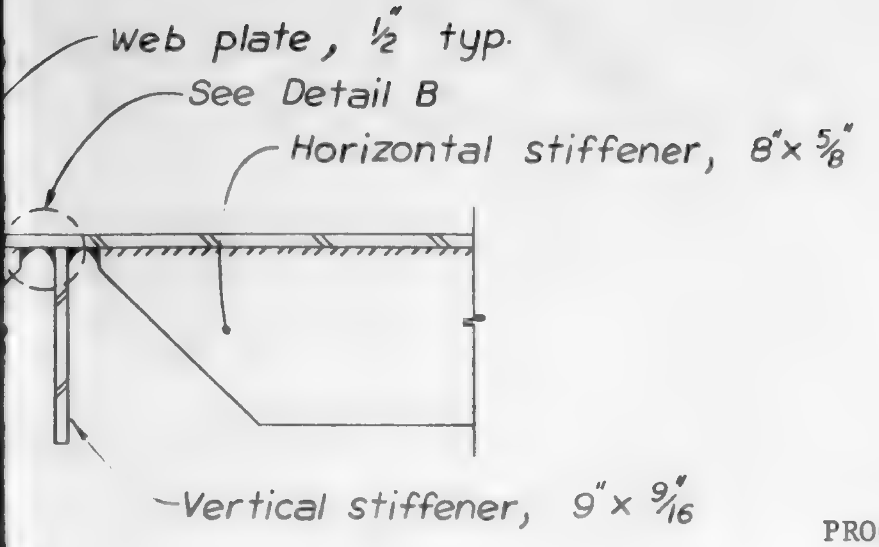
Section A - Stiffener Inters


Wrapped weld removed by g
Faire termination of grinding
1/16" max.
1" typ.

Detail B - Wrapped Weld at End of Horizontal Stiffener.

WHEELING REPRODUCTIONS

DATE	SYM	REVISION RECORD	DR.	CK.



Web plate, 1/2" typ.
See Detail B
Horizontal stiffener, 8"x 5/8"
Vertical stiffener, 9"x 9/16"

fener Intersection

emoved by grinding.

PROCEDURE:

1. Grind out and totally remove wrapped weld at end of horizontal stiffener, as shown in Detail B. Ground surface shall have a roughness average (R_a) of 63 or less. Faire welds at termination of grinding to a maximum slope of 1:2.5.
2. Obtain approval of engineer before proceeding.
3. Clean surface to remove any contaminants or rusting.
4. Paint surface with undercoat plus final coat.

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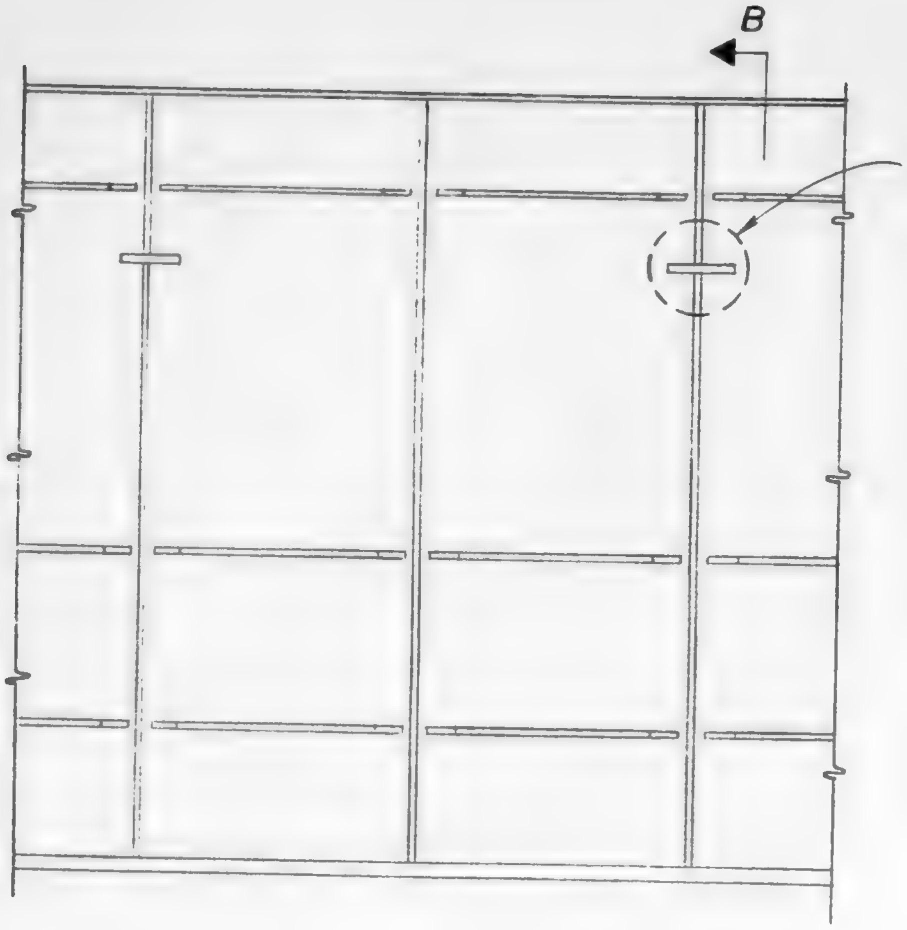
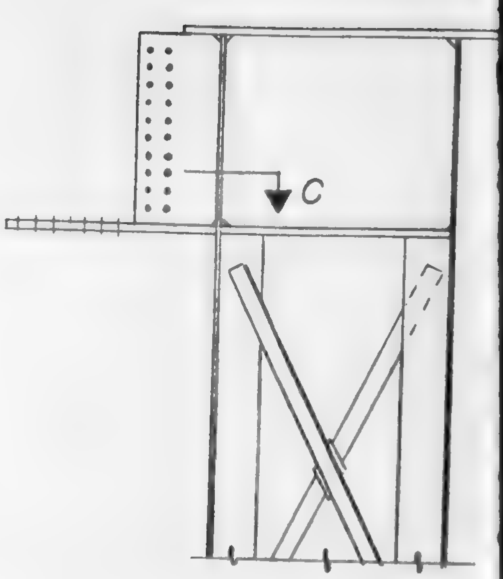
CONSULTING & RESEARCH ENGINEERS
330 ~~PFINGSTEN~~ ROAD, NORTHBROOK, ILL. 60062

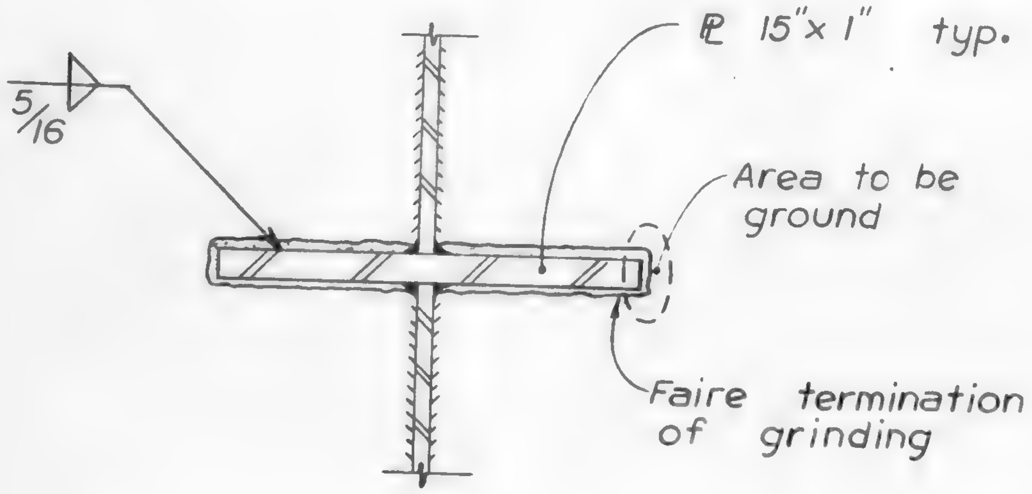
DATE: 6-25-80	END OF HORIZ. STIFFENERS	SHEET NUMBER 8
DRAWN BY: M.J.K.		
CHECKED BY: J.M.H.	CLIENT: Oregon State Highway Dept.	PROJ. NUMBER 78646
SCALE: none		


B
See Detail A

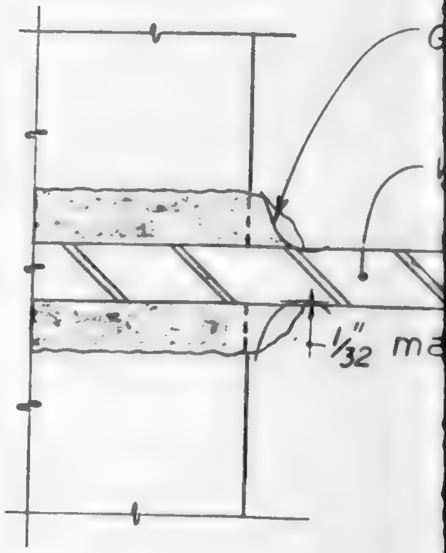
Elevation – Inside of Tie Girder



Section B – Typical Floo
Framing


℄ 15"x 1" typ.
5/16
Area to be ground
Faire termination of grinding

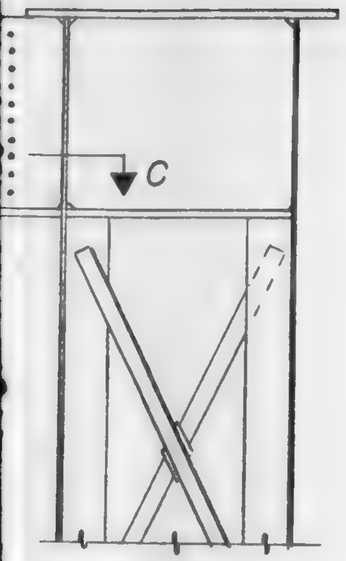
Detail A – Floor Beam and Web Plate Connection.



Section C – Weld Profile
End of Floor Beam F

WHEELING REPRODUCTIONS

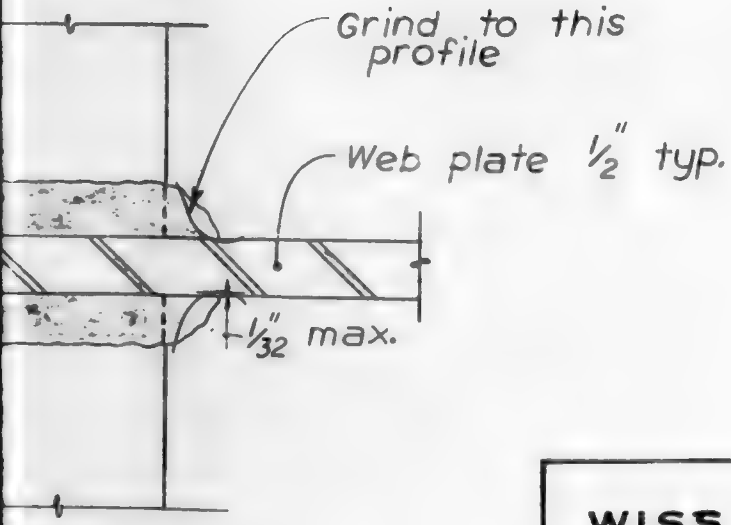
DATE	SYM	REVISION RECORD	DR.	CK.



B – Typical Floor Beam Framing

PROCEDURE:

1. Grind the wrapped weld at the end of floor beam flange at the connection with tie girder web plate, to a smooth profile, as shown in Section C. Ground surface shall have a surface roughness average (R_a) of 63 or less. Faire termination of grinding to a maximum slope of 1:2.5.
2. Obtain approval of engineer before proceding.
3. Clean surface to remove any contaminants or any rusting which may have occurred since completion of Step 1.
4. Paint surfaces with undercoat plus final coat.



C — Weld Profile at
f Floor Beam Flange

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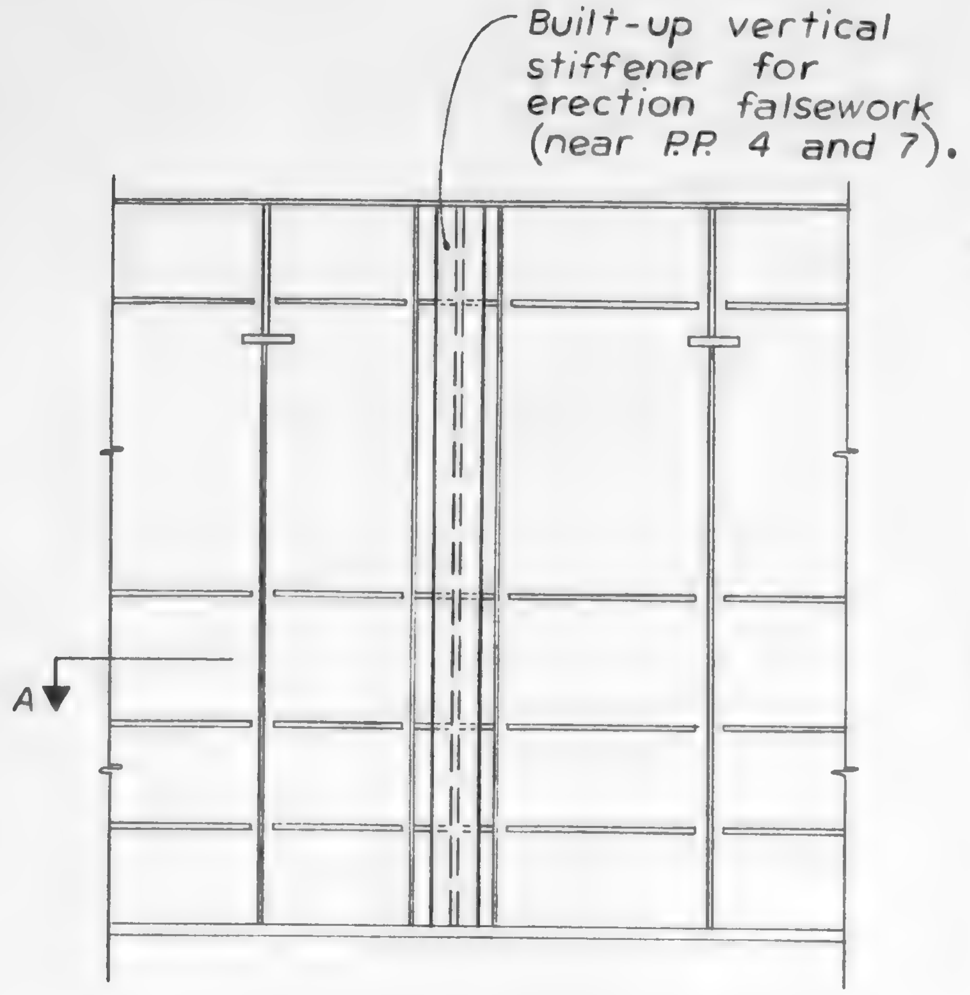
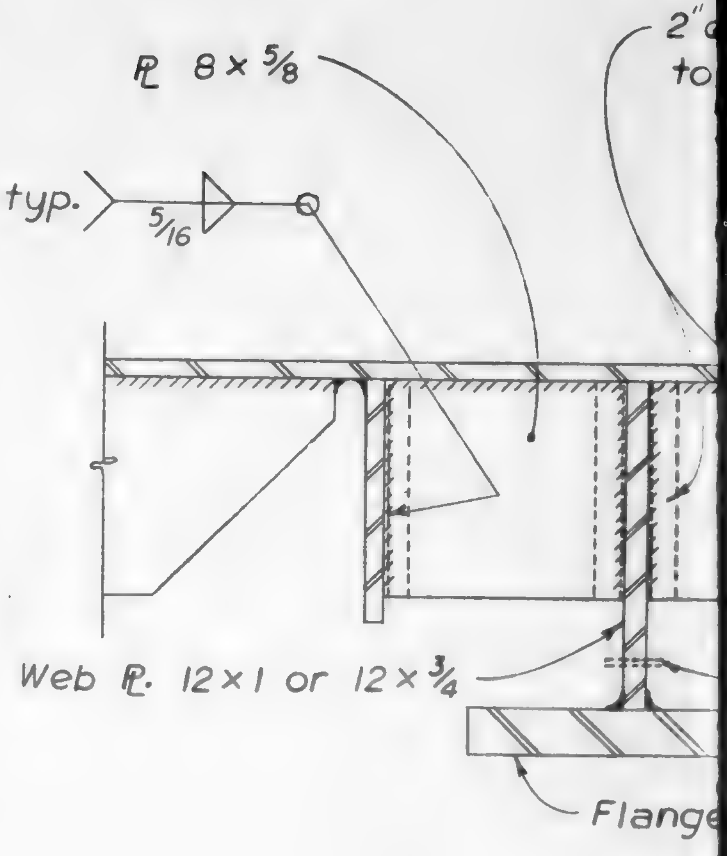
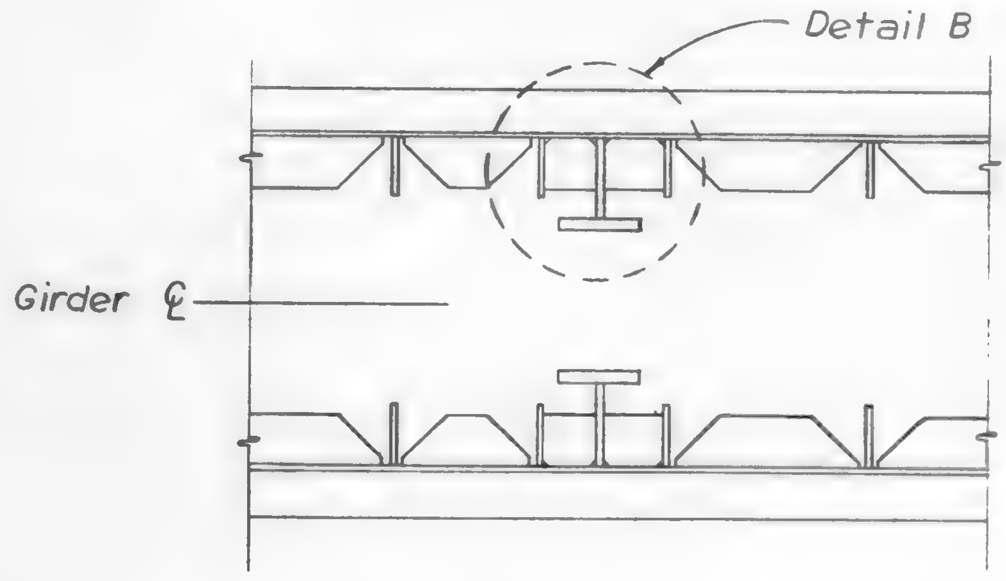
DATE: 7-17-80	END OF FLOOR BEAM FLANGE	SHEET NUMBER 9
DRAWN BY: M. J. K.		
CHECKED BY: J. M. H.	CLIENT: Oregon State Highway Dept.	PROJ. NUMBER 79646
SCALE: none		


Built-up vertical stiffener for erection falsework (near P.P. 4 and 7).
A

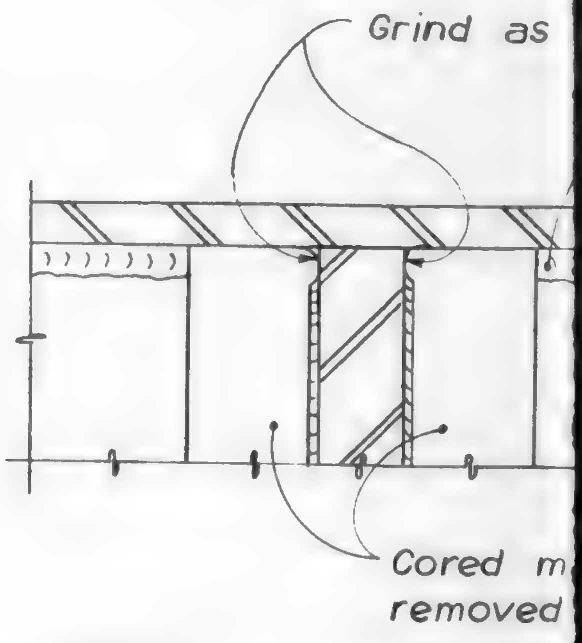
Elevation - Inside of Tie Girder


2"
to
PL 8 × 5/8
typ.
5/16
Web PL. 12×1 or 12×3/4
Flange

Detail B - Built up E


Detail B
Girder ℄

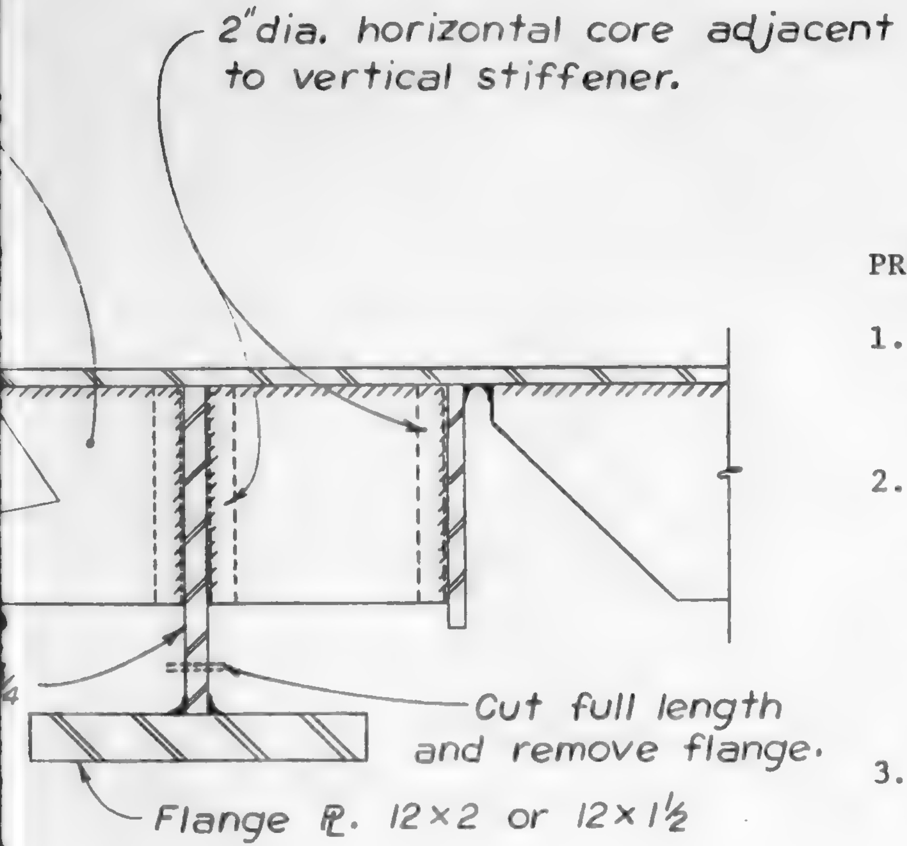
Section A - Girder Web Stiffeners


Grind as
Cored m
removed

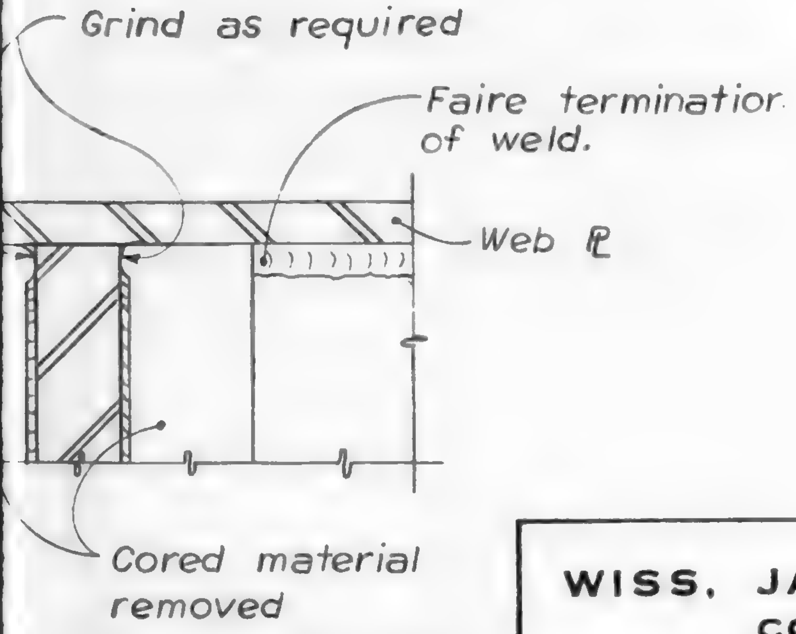
Detail C - Junction Mo

WHEELING REPRODUCTIONS

DATE	SYM	REVISION RECORD	DR.	CK.


2"dia. horizontal core adjacent to vertical stiffener.
Cut full length and remove flange.
Flange PL. 12×2 or 12×1½

Built up Erection Stiffener


Grind as required
Faire terminatior of weld.
Web PL
Cored material removed

Junction Modification

PROCEDURE:

1. Cut through web plate of built-up erection stiffener full length. Remove flange plate to obtain access.
2. Core horizontally through the 5/8 in. plate adjacent to each vertical stiffener and web of erection stiffener. Core should extend to tie girder web surface. Do not notch or gouge web surface. Grind and separate fillet welds along web plate to detach cored material.
3. Grind corner at junction of vertical stiffener and web plate to remove any surface imperfections. Surface shall have a roughness average (R_a) of 63 or less. Faire termination of grinding to a maximum slope of 1:2.5.
4. Remove all burrs from cut edge and check for irregularities. Cut surface shall have a roughness average (R_a) of 500 or less.
5. Obtain approval of engineer before proceeding.
6. Clean surface to remove any contaminants or rusting.
7. Paint surfaces with undercoat plus final coat.

WISS, JANNEY, ELSTNER AND ASSOCIATES
CONSULTING & RESEARCH ENGINEERS
330 PFINGSTEN ROAD, NORTHBROOK, ILL. 60062

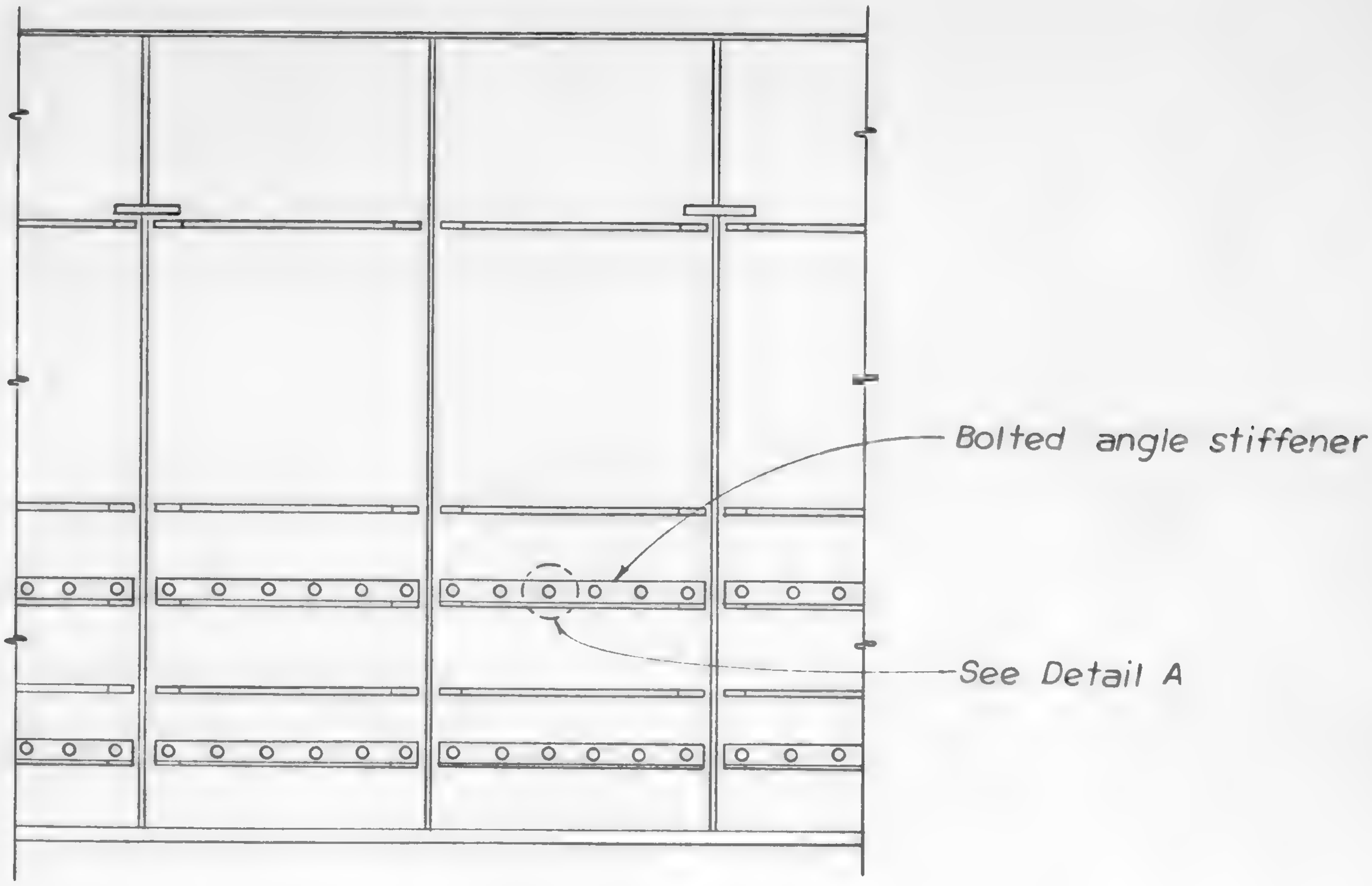
DATE: 9-24-80
DRAWN BY: MJK
CHECKED BY: JMH
SCALE: none

ERECTION STIFFENERS

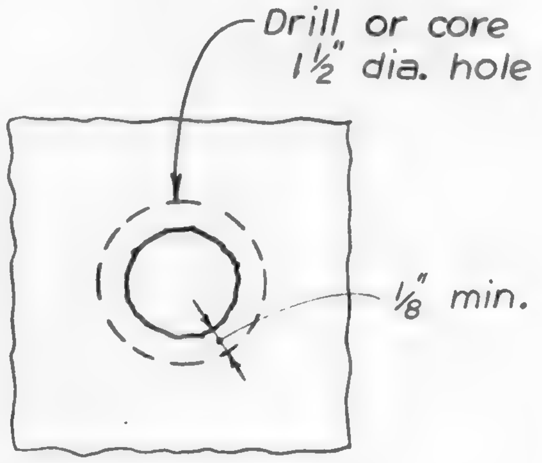
CLIENT: Oregon State Highway Dept.

SHEET NUMBER 10

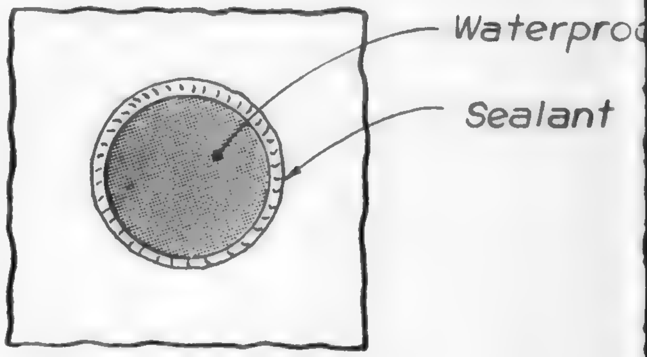
PROJ. NUMBER 78646


Bolted angle stiffener
See Detail A

Elevation – Inside of Tie Girder


Drill or core
$1\frac{1}{2}$" dia. hole
$\frac{1}{8}$" min.

Detail A – Drill or Core Flame Cut Hole in Web Plate


Waterproo
Sealant

Detail B – Plug Hole

DATE	SYM	REVISION RECORD	DR.	CK.

ener

PROCEDURE:

1. Remove angle stiffner.

2. Core holes to 1-1/2 in. diameter, or larger if required, to remove a minimum of 1/8 in. of material adjacent to any point on the flame cut surface, as shown in Detail A. Finish by reaming to remove an additional 1/64 in.

3. Remove burrs from edge of hole. Check hole for irregularities; grind if necessary. Surface shall have a roughness average (R_a) of 125 or less.

4. Obtain approval of engineer before proceeding.

5. Clean surface to remove contaminants or rusting.

6. Paint metal surface with undercoat plus final coat.

7. Plug hole as shown in Detail B. Paint both inside and outside surface to match original.

— Waterproof plug

— Sealant

WISS, JANNEY, ELSTNER AND ASSOCIATES
CONSULTING & RESEARCH ENGINEERS
330 PFINGSTEN ROAD, NORTHBROOK, ILL. 60062

DATE: 5-22-80	BOLTED STIFFENERS	SHEET NUMBER 11
DRAWN BY: M.J.K.		
CHECKED BY: J.M.H.	CLIENT: Oregon State Highway Dept.	PROJ. NUMBER 78646
SCALE: none		

U. S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO. I-405-8(34)303

STATE PROJECT NO. See below

FROM:
G. L. Green, Division Administrator
FHWA - Oregon Division, Salem, Or

PROGRAM NO.

ITEM NO. 80044

COUNTY NAME Multnomah

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

TO:

Mr. H. S. Coulter
State Highway Engineer
Oregon State Highway Division
Salem, Oregon

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STATE HWY ENGR
NOV 4 - '80
REFER TO [illegible]
FOR

Info	Inves	R/D	D R	Sign	Act	File

11-4
Okay

DATE PS&E APPROVED

DATE AUTHORIZATION EFFECTIVE 7-22-80

FEDERAL ROUTE NUMBER Interstate 405

STATE ROUTE NUMBER Primary 61

GENERAL LOCATION:

Fremont Bridge Section

GENERAL DESCRIPTION OF WORK:

Supplement to Consultant Agreement

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION

☒ OTHER *(Specify)* See below

☐ ACQUISITION OF RIGHT-OF-WAY

☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of 9-25-80 this will confirm the advance approval date of 7-22-80 and authorization to proceed with work covered by Supplement #1 to Consultant Agreement with Wiss, Janney, Elstner and Associates, Inc. Reimbursement on an actual cost basis is approved at a TEC of $40,000 - FF $36,896 which includes a net fee of $945.00.

An approved copy of the Agreement is returned herewith.

DATE 10-31-80

SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

TITLE for Division Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR-1240 (REV. 6-63) WILL BE USED

☆ U. S. GOVERNMENT PRINTING OFFICE: 1975-631-888

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:
Fremont Post-
construction
Evaluation

NOTED
E. S. HUNTER

WJE No. 78646

October 3, 1980

John M. Hanson
Project Manager
Wiss, Janney, Elstner and Associates, Inc.
330 Pfingsten Road
Northbrook IL 60062

Panel Point 34S Reinspection
Fremont Bridge

I concur with your recommendation of September 30, 1980 to do further testing at Panel Point 34S, the southeast tie girder-arch rib junction. You are therefore authorized to proceed with the UT inspection by TEI and the taking and examining of one core sample as outlined.The core sample can be taken from the roadway side of the girder.

We will need a sketch and outline showing in detail where and how the sample core will be taken. Care must be exercised in the location of the core to insure that it includes the area of a suspected defect. The work of taking the core should be coordinated with John Howard so that traffic control measures can be taken.

Mr. Jenkins has asked if you have given any consideration to a check at Panel Point 34S using RT with a cobalt source.

We must have confidence in the work of TEI or the primary objective of this project will be in serious question. It does concern us, therefore, that TEI has failed to recognize the significance of the discrepancies between the various investigators. The question was raised at the April 16, 1980 meeting of the Technical Advisory Committee. A response was not received from TEI until September 2, 1980—four and one-half months later! This is not timely action.

It is important to point out that both time and funds are running out on this project. A concerted effort is necessary to complete the project by the specified December 31, 1980 completion date.

ORIGINAL SIGNED BY
WALTER J. HART

Walter J. Hart
Bridge Engineer

cc E. S. Hunter /w/ WJE 9/30/80 letter
FHWA /w/ WJE 9/30/80 letter
John Jenkins /w/ WJE 9/30/80 letter
John Howard

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FOR
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Inves
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Act

Form 734-3122

Wiss, Janney, Elstner and Associates, Inc.
CONSULTING AND RESEARCH ENGINEERS
(312) 272-7400
330 Pfingsten Road Northbrook, Illinois 60062

J. F. WISS
R. C. ELSTNER
J. M. HANSON
B. BRESLER
J. R. JANNEY

A. J. GOUWENS
J. R. C. MILLER
C. B. MONK
E. L. PERRINE
D. W. PFEIFER
H. K. PRESTON
J. G. STOCKBRIDGE
J. A. HANSON

T. M. BROWN
R. J. KRAUSE
W. F. PERENCHIO
C. A. PETERSON
S. E. THOMASEN
R. E. WEST
W. E. WHITE

D. W. BOGGS
I. R. CHIN
C. D. COMARTIN
O. E. CURTH
J. FRACZEK
J. J. GODFRYT
R. H. IDING
P. W. LINEHAN
S. L. MARUSIN
D. F. MEINHEIT
P. L. POPOVIC

September 30, 1980

Mr. Walter J. Hart
Oregon State Highway Dept.
Department of Transportation
Transportation Building
Salem, OR 97310

Dear Mr. Hart:

Re: WJE No. 78646

Following our conversation earlier this month relating to Mr. R. L. Schwein's letter of September 2, 1980, I spoke with Dr. John Fisher concerning the need for further ultrasonic testing to explore the discrepancies between TEI's work and the earlier testing by UTEC and Chamberlain.

As I indicated, we have confidence in the work of TEI. However, John Fisher felt strongly that the concern about hydrogen cracking in the arch strap butt welds warranted further testing to resolve the discrepancies, as well as extraction of a core through one of the defects for examination. We therefore recommend that this work be performed.

Subsequently, we have contacted Bob Schwein at TEI and Mr. Wes Abts at Northwest Marine Iron Works to obtain cost estimates.

Bob Schwein and their Level III Examiner, Mr. Pete Polko, will perform the re-inspection. Bob estimates that their total charges, including travel expenses, for the re-inspection and preparation of a report, would be $2,900. They expect OSHD to lightly sandblast the surfaces in preparation for the examination.

Our discussions with Wes Abts have confirmed that it would be very difficult and expensive to take the core from the inside of the tie girder, because of the interference of the center arch rib strap. Taking the core from the outside requires initially coring through the 1-in. web of the tie girder. NWMI estimates that the cost of obtaining a core from the river side of the tie girder would be $1,900, with the State providing a boom truck and bucket. If the core can be taken from the roadway side, NWMI will provide a lift vehicle, and the estimated cost including the vehicle is $1,700.

RECEIVED
OCT 3 1980
BRIDGE SECTION

Watergate Tower Building
1900 Powell Street · Suite 765
Emeryville, CA 94608
(415) 428-2907

P. O. Box 10130
Honolulu, HI 96816
(808) 732-3633

Mr. Walter J. Hart
Oregon State Highway Dept.

September 30, 1980
Page Two

John Fisher will perform the examination of the core at Lehigh University, at an estimated cost of $1,000.

At the present time, I believe the cost of this work can be accommodated within our present authorized level of expenditure for the Study. The difficulty lies in foreseeing the effort that will be required by our outside consultants as this project draws to a close. However, we are certainly willing to cooperate with you in this regard in any way that may be helpful. Please advise us if we may proceed with the work described in this letter.

Very truly yours,

WISS, JANNEY, ELSTNER AND ASSOCIATES, INC.

John M. Hanson
jc

John M. Hanson
Project Manager

JMH/jc

cc: J. Howard
J. Fisher
R. Schwein
W. Abts

7153

F

VICTOR ATIYEH
GOVERNOR

Oregon State Highway Division

TRANSPORTATION BUILDING, SALEM, OREGON 97310

BR 2529

MISC. CONTRACTS and
AGREEMENTS No. 6911

September 22, 1980

Wiss, Janney, Elstner
and Assoc., Inc.
John M. Hanson
330 Pfingsten Road
Northbrook IL 60062

Miscellaneous Contract & Agreement 6911
Bridge 2529
Fremont Bridge

Enclosed is a fully executed copy of the supplemental agreement on the Fremont Post-Construction Study for your files.

Walter J. Hart
Bridge Engineer

Paul A. Anderson
Office Engineer

Enclosure

cc Robert Gormsen /w/ attach. (Attachment was hand-delivered.)
H. A. Schell, FHWA, /w/ attach.

A DIVISION OF THE DEPARTMENT OF TRANSPORTATION

TO: Oregon Transportation Commission

SUBJECT: Report of Actions Taken Under Delegated Authority

(1) Options or Other Documents Relating to Property Acquisition (Right of Way)

Number	Name	Consideration
51204	Central Oregon Pumice Company	$ -0-
9-4.36	Palmberg, H. G.	630.00
	2 Transactions	$ 630.00

(2) Lift of use restrictions on the access being moved for Mark D. Blanchard on the McMinnville-Newberg Section of the Pacific Hwy. West in Yamhill Co. File 15451 (Right of Way).

(3) Agreement with the Federal Highway Administration to participate in demonstration projects to promote the implementation of research findings. (Research Section)

[illegible]

(4) Supplemental agreement with Wiss, Janney, Elstner and Associates, Inc., to the consulting contract for the post-construction study on the Fremont Bridge. The supplement extends the time of completion from March 1, 1980, to December 31, 1980, and increases the amount of the contract by $40,000. (Bridge Section)

By your duly adopted delegation order, you authorized me in my official capacity to exercise certain authority on behalf of the Oregon Transportation Commission. Pursuant to that authority, and acting in accordance therewith for the Commission, I approve all actions listed above and report this action for your official records.

Dated this 8 day of Sept, 1980

Anthony Yturri, Chairman
Oregon Transportation Commission

APPROVED
STATE HIGHWAY ENGINEER
DATE: 9/5/80

Form FHWA 121 (1/80)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - Salem
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project I-405-8(34)303
Fremont Bridge Post-construction
Evaluation Study

Date: July 22, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

Mr. Hart's memorandum to Mr. Green, dated July 15, 1980, authorized a request for a nine-month time extension and an increase of $40,000 for the work done on the post-construction study of the Fremont Bridge. Support for the above increases have been verified by memoranda of the Technical Committee meetings during the development of the "Work Plan" and the Technical Committee's monitoring of the consultants (WJE & Associates) in progress. We find the request reasonable and suggest that the Consultant Agreement be modified accordingly.

For G. L. Green

cc:
OSHD (W J Hart, Br)

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VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

In Reply Refer to
File No.:

Fremont
Post-construction
Study

July 15, 1980

NOTED
E. S. HUNTER

Glen L. Green
Division Administrator
Federal Highway Administration
530 Center Street N E
Salem OR 97301

Fremont Bridge
Post-Construction Study

Wiss, Janney, Elstner and Associates, Inc., the consultant on the Fremont Bridge Post-Construction Study, is requesting a nine-month extension of time and a $40,000 increase in funding to complete the study. We concur with the consultant's request and ask your approval to proceed with a supplemental letter agreement to the consultant's contract incorporating these revisions.

The specified date of completion was March 31, 1980—the revised completion date will be December 31, 1980. The investigation is approximately 85 percent complete as of July 1. The findings to date have not uncovered any problem areas which would compromise the safety of the structure. We anticipate that minor remodeling of a number of details will be recommended to insure satisfactory performance of the bridge in the future. The type of fabrication problems found on other bridges that precipitated the Federal Highway Administration's directive to undertake this investigation have not been found on the Fremont Bridge.

The Fremont study, is a pioneer approach to an integrated investigation of the design, construction, and actual performance of a unique major bridge. It has employed the services of a number of highly specialized consultants. The original time schedule was simply too rigid when such diverse technical specialists are involved and when review time is required at each major phase of the study. The conduct of the study has been closely monitored by the joint State-FHWA-Consultant Technical Advisory Committee. The requested nine-month time extension will permit the pursuit and completion of the investigation in line with the direction from the Technical Advisory Committee.

The Fremont Bridge investigation is essentially a two-phase undertaking. Phase A consisted of project orientation, review of the original design and

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construction records, and the development of a work plan. The work plan is a detailed outline of the inspection, testing, analysis, and evaluation to be undertaken under the Phase B portion of the work. The work plan was reviewed by the Technical Advisory Committee on May 21, 1979 and approved by the State on June 21, 1979.

There were two principle items of work expanded upon in the work plan over that projected in the consultant's original itemized budget. The consultant had budgeted $5,000 for core drilling of steel test coupons. The actual cost was $25,894, a $20,895 increase. The number of test cores required was established by the work plan. The unit cost of core drilling was consistent with the costs experienced on other work.

The in situ strain gage program and associated field testing had been budgeted for $2,000. The final program of testing, as approved in the work plan, is now estimated at $13,000. The remaining $7,000 of the proposed increase in the consultant's phase of the study is direct salary charges.

The proposed $40,000 increase in the consultant's phase of the study can be absorbed without overrunning the total project authorization. The project authorization set up $100,000 for work by the State's Bridge Design staff. Their actual charges will be approximately $55,000. The projected underrun of $45,000 by state staff can be applied to offset the $45,000 overrun by the consultant.

Walter J. Hart
Bridge Engineer

cc E. S. Hunter
E. L. Hardt
John Howard

Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - Salem
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project I-405-8(32)301

Date: January 9, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer, ODOT

The Acoustic Emission Monitoring Study performed on the Fremont Bridge has given a valuable insight as to the capability of the instrument. We feel that the meeting scheduled in Mr. Howard's office January 15, between Messrs. McGogney and Schell, Federal Highway Administration; Mr. Philip Hutton, Battelle Northwest; and Messrs. Jenkins, Hart, and Howard, ODOT, will assist further in interpreting the AE data accumulated to date. At the meeting we should determine if it is worthwhile to continue future instrumentation.

Because of your experience we are looking forward to the feedback you may have in regard to the instrument's application and/or procedure on instrument revisions necessary to acquire useful data on critically located steel areas.

We wish to extend our deepest appreciation to the Oregon Highway Division personnel for the excellent cooperation we have received in the field testing of this AE research development. Thank you very much.

For G. L. Green

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cc Jenkins
Hart
Howard
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Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project I-405-8(34)301
Acoustic Emission Study Fremont Bridge
Analysis by our Washington Office

Date: January 9, 1980

From: G. L. Green, Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer

Attached is a December 19 memorandum on our Structures and Applied Mechanics Division analysis of the Acoustic Emission data you forwarded for their review.

It appears that, in order to verify if crack growth is taking place rather than material strain in using the AE equipment, some laboratory testing must take place using the exact steel and welding procedures.

We are quite skeptical that this can be done at this late date. Perhaps of more significance is the fact that the AE equipment verified the field testing done by Wiss Janney Elstner and Associates, Inc., and that critical strain might be indicated by large, local temperature variations.

If you have further questions please let us know.

G. L. Green

Attachment:
12-19-79 memo

cc: w/attachment
OSHD (W J Hart)
(J Jenkins)
Metro (J Howard)

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✓ [illegible]. Herbert Schell

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

DATE: December 19, 1979

In reply refer to: HRS-11

SUBJECT: Acoustic Emission Study Fremont Bridge
Oregon Project I-405-8(34)30

FROM: Chief, Bridge Structures Group
Structures and Applied Mechanics Division
Office of Research

TO: HDA-OR
Mr. G. L. Green
Division Administrator
Salem, Oregon 97301

The acoustic emission (AE) data transmitted to this office via your memorandum of November 27 has been reviewed with the following comments.

1. Data taken during period January 11 through May 24 near Panel Point 34 show several periods of high valid count at a time when the background count record indicates that the equipment is operating as originally designed. Periods of high valid count during excessive background (i.e., February 4 and February 7) yield questionable data which need further study concerning the signal acceptance level. In general, there appears to be a correlation between daily temperature variation and the AE count. The high count periods (i.e., February 4 to 7, March 2 to 7) are disconcerting and emphasize the need for a laboratory verification of the AE characteristic of the type of material and fabrication detail used in the bridge. Such a laboratory study was suggested in our memorandum to the West Virginia Department of Highways (copies were sent to you with similar recommendations). Furthermore, the transducer locations, structural details, and distress conditions must be documented in order to properly evaluate AE data.

2. The AE data taken during the period August 28 to September 14 near Panel Point 14 show considerably valid AE activity which may be the result of the relatively large area of acceptance and emphasize the need for a laboratory study (as per Item 1 comment) and further review of the positioning of the transducers. The activity during this period when high ambient temperatures and small daytime/nighttime temperature differentials resulted in as much activity as large day/night temperature differentials (i.e., September 7), and low previous ambient temperatures (i.e., March 3 to March 5) needs further

study and should be correlated with any corresponding strain gage readings taken during the recent bridge evaluation by Wiss, Janney, Elstner and Associates, Inc. The AE information may be helpful in reinforcing conclusions reached by other evaluation techniques. (Vis-a-vis the importance of live loads, temperature, etc., for the various details in question, and the importance of the details of the erection stiffeners, tie girder details, etc., in the development of critical distress conditions).

3. The AE data for the period September 17 to October 29 near Panel Point 14 show the marked reduction in valid AE count which might be expected as the acceptance area is reduced to cover a smaller area. If the acceptance area is at a crack tip and is within the previously monitored larger area, the reduction in valid count may indicate that the previous high valid count in the same location over a larger area was the result of material strain and not crack growth. This conclusion could be confirmed by laboratory tests. (See Item 1 comment).

The trend of increasing AE count during this period shows that the cooling of the ambient temperature may become important in providing the necessary conditions for higher AE count and emphasizes the need for continued monitoring during the onset of cooler winter conditions. However, it appears that, in general, the largest valid AE count (and also the largest total count) occurred during periods of maximum daily temperature change.

Summary

. There appears to be a significant relationship between the variation in daily temperature and the AE count. Moreover, the AE signals appear to be very effective as an indicator of the periods when the greatest loading occurred at the distressed areas monitored. Therefore, it is felt that the AE count could be used very effectively to support any conclusion reached by the bridge strain gage data, and it is hoped that good comparative information is available for this purpose.

. The changes in AE count for the two areas of acceptance at Panel Point 14 (if the areas are concentric to the crack tip) could indicate that the AE signals are the result of material strain in the distressed area rather than crack growth. However, it is impossible to determine with any certainty whether the AE signals indicate crack growth without a laboratory test of the material in the bridge.

Dr. Don A. Linger

cc: Mr. Herbert Schell, Jr., HBR-OR
Mr. T. Dec, HRP-010

Form FHWA 121 (6/79)

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

THE OREGON DIVISION - SALEM
UNITED STATES GOVERNMENT

memorandum

Subject: Oregon Project I-405-8(34)301
Fremont Bridge Acoustic Emission
Meeting with Mr. McGogney

Date: December 19, 1979

From: G. L. Green, Division Administrator

Reply to Attn. of: HBR-OR

To: Mr. H. S. Coulter, State Highway Engineer

We have just learned, from our Washington Office, that Chuck McGogney, our Washington Office contact on the acoustic emission testing on the Fremont Bridge, will come to Portland with Phil Hutten of Batel Northwest on January 15 at 9 a.m. They plan to meet with your people to discuss the status of the acoustic emission work completed on the structure. Mr. McGogney will be available for answering questions and interpreting data. He would appreciate a trip to the site to review the existing instrument set-up and obtain sufficient background for the meaningful data reduction.

If possible, it would be appropriate to have Mr. Jenkins, Mr. Howard and Mr. Larry Hart, along with somebody from the Bridge Section, attend this meeting. Mr. Schell from our office, along with Mr. Haselton our Research Engineer from the the Regional Office, will attend. Please let us know if there is any conflict in the above arrangements. (We have discussed the above items with Mr. Howard).

For J Hatchell
G. L. Green

cc:
OSHD (W J Hart)
(J C Jenkins)
Metro (J Howard)
FHWA (O Haselton)

12-21 ok

John Howard (
Pls coordinate; inform Fed.
Jenkins

cc Kal [illegible]

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Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Oregon Division - Salem

DATE: August 16, 1979

In reply refer to: HBR-OR

SUBJECT: Oregon Project I-405-8(34) Acoustic Emission Data on the Fremont Bridge

FROM : G. L. Green, Division Administrator

TO : Mr. H. S. Coulter, State Highway Engineer

Attached is a letter from our Director, Office of Research, Washington, D. C., dated August 3, 1979, to G. L. Green on the Fremont Bridge Acoustic Emission Data forwarded for review. Also included is a final report by Battelle Northwest on the DOT-FH-11-8904 dated December 1977 on "Acoustic Emission Methods for Flaw Detection in Steel in Highway Bridges" and "Acoustic Emission for Flaw Detection in Electro-Slag Welds" by James R. Mitchell, Dunegan/Endevco.

Our people feel that the Acoustic Emission Count is influenced more by temperature changes than traffic for this structure. A suggestion is made that temperature,hours of direct sunlight and marked weather changes be documented for correlation with Acoustic Emission Counts for possible bridge distress warning conditions. Please note the comments about the considerable activity in the cracked tip recorded March 6, 1979. While this information certainly is not complete, it does give an indication that possibly some activity is taking place on the welds where the equipment is installed. It appears desirable to monitor the "rat hole" area mentioned in our technical committee meetings and other positions where you feel there might be some questions.

While the equipment does have some drawbacks,when working,the evaluation story it records, it certainly is helpful. It appears advantageous to have a man who can install the equipment and read the results. Some of the above literature should assist you in this regard.

If we can be of further assistance please let us know.

For G. L. Green

cc:
OSHD (W J Hart) w/attachments
OSHD (J Howard)

RECEIVED
STATE HWY ENG
AUG 17 '79
REFER TO
FOR

Info	Inves	R/D	O/R	Sign	Act	File

(Coulter) State

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

DATE: August 3, 1979

In reply refer to: HRS-11

SUBJECT: Oregon Project I-405-8(34), "Acoustic Emission (AE) Data on the Fremont Bridge (Ref. HPD.3-OR/740.1)

FROM : Director, Office of Research
Washington, D.C. 20590

TO : Mr. G. L. Green
HBR-OR Division Administrator
Salem, Oregon 97301

Mr. McGogney of this office recently returned from the site of the subject study with considerable data and information. This data supplements previous transmittals (i.e., memorandum of March 13, 1979) and telephone discussions concerning the application, limitations, and validity of the AE data.

Recent developments in AE and a delay in the printing of a clarifying report have prompted this written communication in which we are transmitting herewith two duplicated copies of a report documenting the use of the AE equipment, by the developers of the equipment, which you now have, on two bridge sites.

The examples of AE count versus time for flawed and unflawed areas and the relationship between valid data count and total count is clearly shown in Figures 7, 8, 9, and 19 of the attached report. Generally, the valid count follows the background or total count inasmuch as the background count is an acoustic emission signal similar to the valid count, except it is occurring outside of the "accept zone" where the valid AE signals originate. The background or total count could be originating at any other location and from any acoustic emission source and will tend to occur at the same time as a result of the same factor as the valid count.

Attached also is a technical paper and duplicates of the enlarged figures by Mr. McGogney and others concerning the use of AE for monitoring welds in which other sources of acoustic emission are discussed and examples shown (i.e., Figure 6 in the paper).

After a review of the AE data which we have available from the Oregon I-405 project, which is attached for your reference, it appears that the total acoustic emission count is not as related to traffic as it is to thermal changes. The thermal change, for example, as the sun moves across the sky in daylight hours, seems to be more important in producing acoustic emission than traffic since the days and hours of peak traffic do not correlate as well with large AE count as periods of thermal changes. It is, therefore, suggested that temperature, hours of direct sunlight, and marked weather changes be documented for correlation with AE count and possible bridge distress conditions. It is also interesting to note that much of the valid count occurs in the late morning or early afternoon hours and are associated with sharp increases in the background or total emission usually in excess of 10,000 counts.

The interpretation of this valid AE count could be assisted by a laboratory study in which test specimen deformation and/or crack extension is compared with AE count. Such information is available only for a very limited variety of steel and AE equipment.

The largest amount of valid data, as displayed on the record for 3/6/79, is indicative of considerable activity at the crack tip, which is very similar to the crack growth versus acoustic emission measured at the Toutle River Bridge reported in the attached contract research report.

We hope that the attached AE report and technical paper are helpful to you in assessing the AE data, but it should be apparent that the acoustic emission monitoring technology is still in the formulative stages of research and development. The technology offers considerable qualitative information but there is little real quantitative information separating the AE emission signals for elastic, plastic, and crack growth conditions. This is the subject of considerable current research in other Federal agencies which we are following very closely, and we will keep you informed of new developments.

Original signed by
Charles F. Galambos /s/for
Charles F. Scheffey

3 Attachments

RECEIVED
STATE HWY ENGR
AUG 14 '79
REFER TO Hunter

8.16
c/
w/att.

DRAFT

ACOUSTIC EMISSION METHODS FOR FLAW DETECTION IN STEEL IN HIGHWAY BRIDGES

Phase II

FINAL REPORT

BNW
DOT-FH-11-8904

to

Department of Transportation
Federal Highway Administration
Office of Research
Washington, D.C. 20590

by

P.H. Hutton, Program Manager
J.R. Skorpik, Program Engineer

December 1977

Nondestructive Testing Section
Battelle
Pacific Northwest Laboratories
Richland, Washington 99352

ACOUSTIC EMISSION FOR FLAW DETECTION IN ELECTRO-SLAG WELDS

James R. Mitchell
Dunegan/Endevco
Westport, Connecticut

Charles H. McGogney
Federal Highway Administration
Washington, D. C.

James Culp
Michigan Department of Transportation
East Lansing, Michigan

Abstract

AE measurements have been made in-process and during cool-down of sample electro-slag welds in 3" thick steel plate. The welds were being fabricated to study the ability of various NDT techniques to find and grade typical flaws. During in-process weld monitoring, AE techniques successfully identified excessive flux and shallow flux and during cool-down, cracks from copper, cold starts, hot starts, and wet flux were detected and accurately located. UT was used for confirmation.

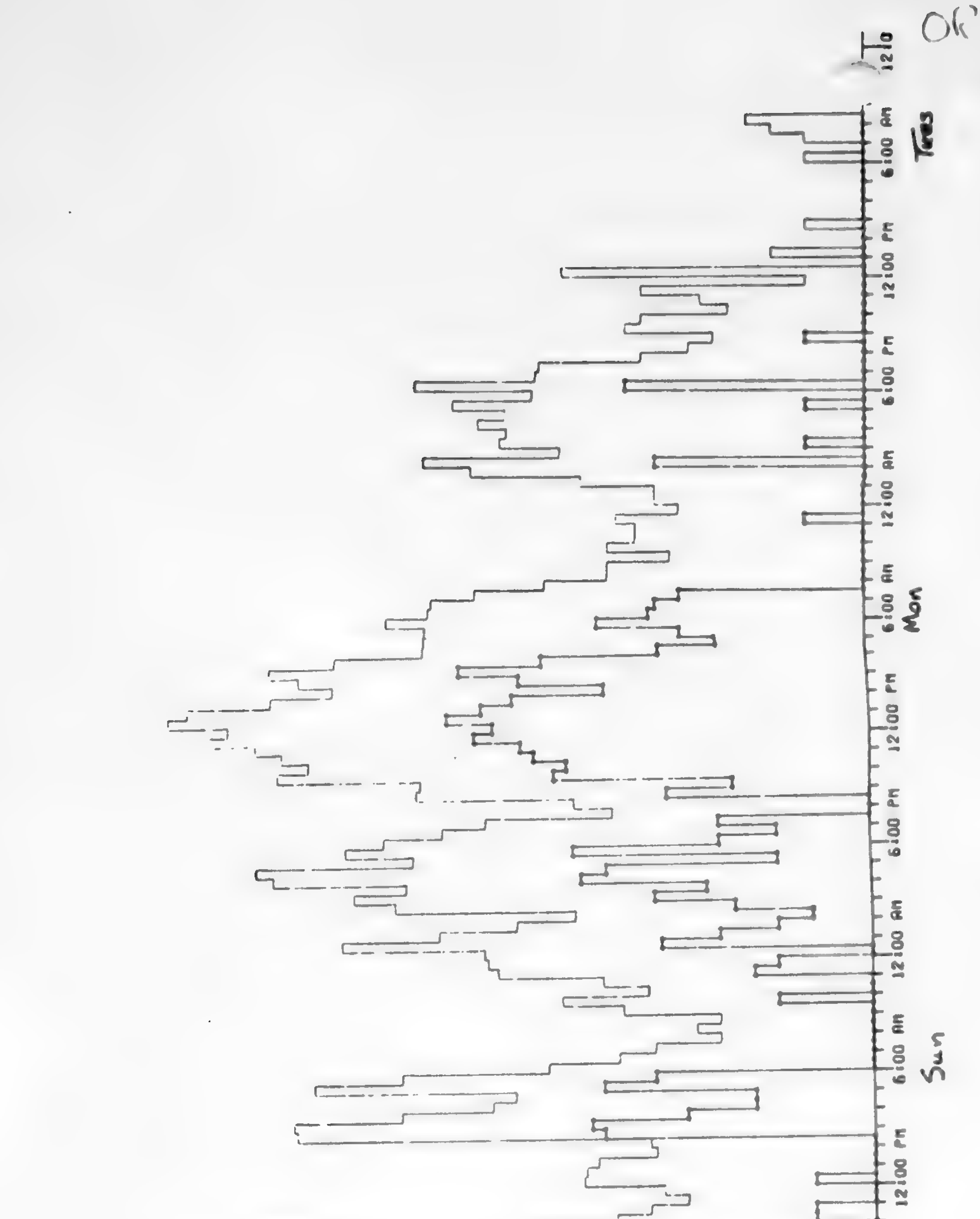
A. INTRODUCTION

The electroslag welding process for joining thick steel sections has been used over the past twenty years in the United States. This weld process is popular where the sections to be joined can be oriented in a vertical position and the savings in time compared to multi-pass methods make it economically feasible. Many State Highway Departments have used the electroslag process for butt welds in large plate girders and box sections for bridge structures. The process usually involves one or more filler wires fed through a consumable guide tube into a molten bath of steel and flux confined by water cooled copper shoes. This is a very high heat input process and the finished weldment contains large coarse columnar grains. The finished grain structure is similar to that of a coarse grain casting, with low toughness value. Overall, the electroslag weld process is attractive from an economic point of view, however the quality of the weldments is highly dependent on operator skill and attentiveness.

The Michigan Department of Transportation, in conjunction with the Federal Highway Administration, is actively pursuing a Highway Planning and Research Study, Project 75F-144, "Bridge Girder Butt Welds - Resistance to Brittle Fracture, Fatigue and Corrosion." As a part of this investigation, twenty-two (22) electroslag butt welds, with and without flaws, were fabricated over a two-week period at the Hobart Brothers Technical Center, Troy, Ohio.

The Federal Highway Administration and the Dunegan/Endevco Corporation provided acoustic emission equipment and personnel to monitor the welds, both in-process and during cool-down. Acoustic emission is a relatively new NDT technique which utilizes sensitive piezo-electric transducers to detect the sound generated by growing flaws. This report describes the acoustic emission data from four welds that were monitored during this investigation.

ORIGINAL DATA FROM
FREMONT BRIDGE



Form FHWA 121 (Rev. 5-73)

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UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Oregon Division - Salem

DATE: July 18, 1979

In reply refer to: HBR-OR

SUBJECT: I-405-8(34)317
Fremont Bridge
Post Construction Evaluation Study.

FROM : G. L. Green, Division Administrator

TO : Mr. H. S. Coulter, State Highway Engineer

I am forwarding Mr. Herr's June 26, 1979, memorandum on the revised June 8 Working Plan for Post Construction Evaluation Study of the Fremont Bridge tie girders. Most of the questions posed by Mr. Herr have been discussed verbally with Mr. Hart. He indicated that the concerns were forwarded to Wiss, Janney and Associates for incorporation into the working plan.

If you find there is any additional information contained in Mr. Herr's memorandum that has not been discussed and implemented; please take the necessary steps to complete this implementation as described.

For G. L. Green

Attachment:
Memo dtd June 8, 1979

cc/w/attachment:
OSHD (E S Hunter)
OSHD (W J Hart)
OSHD (J Howard)

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STATE HWY ENGR
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FOR
Info Inves R/D D/R Sign Act File

7-19
cc Ed Hardt
John Wood

Form FHWA 121 (Rev. 5-73)

M. Schell HBR-OR

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION

FEDERAL HIGHWAY ADMINISTRATION

DATE: JUN 25 1979

In reply refer to: HNG-34

SUBJECT: Working Plan for the Post-Construction Evaluation Study of the Fremont Tie Girders, as revised June 8, 1979

FROM: Chief, Bridge Division
Office of Engineering
Washington, D.C. 20590

TO: Mr. Louis E. Lybecker
HBR-010 Regional Federal Highway Administrator
Portland, Oregon

The following comments focus on one crucial aspect of the investigation, viz., determining the critical crack size for those heats of steel that may have marginal toughness. It is the critical crack size that determines the size of defect that can be tolerated in the structure.

The following heats of A588 steel are recorded by WJB to have low Charpy V-notch impact values at plus 40°F and, therefore, may have low plane-strain fracture toughness at the lowest anticipated service temperature (-10°F).

Girder No. 6 bottom flange, four plates 66-in. wide by 3-in. thick. Heat 99L099, yield 70.9 ksi, 97.6 ksi ultimate CVN-impact at +40°F, 18-16-17 ft-lb.

Girder No. 24 bottom flange, two plates 66-in. wide by 1 1/4-in. thick. Heat 97L033, yield 59.3 ksi, 92.4 ksi ultimate CVN-impact at +40°F, 15-16-15 ft-lb.

Compact-tension tests should be made of both of these heats.

A serious mistake may be made in testing compact-tension specimens at less than 1 1/2-in. when the plate is 1 1/2-in. thick or thicker. Using the Proposed Standard Round Compact Specimen for K_{IC} Testing, ASTM Task Group E24.01.05 (November 1978), a four-inch-dia. core (4" +1/8 -0) can be used to test a 1 1/2-in.-thick round compact specimen. With a 3-in.-dia. core sample, the largest specimen that can be tested by the proposed standard method is 1.11-in. thick. The thicker the test specimen the better the chance of getting an ASTM "valid" test result.

It is far better to test one compact-tension specimen from a given plate and get a "valid" test result than to test replicate specimens of lesser thickness and get invalid test results. With a single 4-in.-dia. core from a 3-in.-thick plate, for example, with careful machining one should get a single 1 1/2-in.-thick compact-tension specimen and two 1/2-in.-thick slices for Charpy V-notch impact test specimens, with six or seven Charpys from each slice. With a 1 1/4-in.-thick plate (as in heat 97L033), one would test the full plate thickness in the 4-in.-dia. compact-tension specimen. If Charpys are desired, a second core would have to be removed.

In WJE No. 78646 of April 1979 on page 5 it is stated that

> ". . . the material removed from the bridge in the redesign of all of the Panel Point 3 locations is available for further testing. WJE inspected this material and found it to be substantially intact, except for the samples used by MEI in their investigation."

What heats were removed from the Panel-point 3 locations? Are any of these heats still in the bridge? If so we have an ample source of material for whatever testing we wish without cutting holes in the bridge. If by chance some of the plates in storage are from the same heats as presently in the bridge, perhaps we should make the crack-arrest test which Dr. Ripling has developed on one or more heats of steel.

Lester A. Herr

Lester A. Herr

cc:
H. Schell HBR-OR

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Salem, Oregon 97310

June 14, 1979

FILE:

FROM: John C. Jenkins
Engineer of Materials

John Jenkins

TO: Memo to the File

SUBJECT: Fremont Bridge, Stadium Fwy., Post Construction Evaluation Study, Technical Committee Meeting

The second meeting of the Technical Committee for the subject study was held in Northbrook, Illinois, at the office of Wiss, Janney, Elstner & Associates, Inc., on May 21, 1979, beginning at 10 A.M. The meeting was preceded by an inspection of the Wiss, Janney, Elstner laboratory facilities. The purpose of the meeting was to review the work performed under Phase A of the Agreement and to consider the Work Plan for Phase B.

Committee members in attendance were: Walter Hart, OSHD, Chairman; Herb Schell, FHWA; John Hanson, Wiss, Janney, Elstner & Associates, Inc.; John Fisher, Lehigh University; Robert Goldsmith, Ammann & Whitney; Gary Teeter, OSHD; Boris Bresler, Wiss, Janney, Elstner & Associates, Inc.; Carl Hartbower and Frank Sears, FHWA, Washington, D.C.; John Jenkins, OSHD.

Technical resource people in attendance were: Craig Comartin, Wiss, Janney, Elstner & Associates, Inc.; Bob Schwein, Testing Engineers, Inc.; Fred Chang, Ammann & Whitney.

The meeting was called to order by Chairman Walter J. Hart, and a review of the minutes of the meeting of March 27, 1979, followed. The paragraph at the bottom of Page 2 and the top of Page 3 was modified by changing the second sentence to read: "WJE concurs that this was proper action by the state.",

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BRIDGE SECTION

eliminating the rest of the sentence. In the third paragraph on Page 3 beginning with, "Based on his inspection, etc.", modify the paragraph in accordance with the marked copy received from Mr. Hanson: "Based on his inspection to date, Mr. Hanson is of the opinion (concurred in by John Fisher) that the structure is functioning satisfactorily, ... etc."

In some preliminary remarks it was noted that plugs used to fill slots where the arch rib web plates went through the bottom tie girder flange at Panel Point 14 were cut out with arc-air cold, and the surface contains carbon and is undoubtedly very hard.

After some general comments by Mr. Hanson concerning the draft work plan for the study, Mr. Comartin reviewed progress on Phase A, Task #1, which is essentially finished. This task is project orientation, visual inspection, and development of a working plan. In addition to the data contained in the draft working plan, Mr. Comartin furnished a document entitled *Review of Records and Documents on the Fremont Bridge*, dated April 1979. He noted that they did not bring anything to Illinois to study unless there was a copy retained in Oregon. He commented that working drawings and actual construction details were different in some cases. Examples were Panel Point 14 slots, the angle stiffeners on the webs of the tie girder, bottom flange butt welds, etc. He noted that information pertaining to Panel Point 3 problem was contained in a separate set of files. Also, the extensive grinding performed in Panel Point 14 area was covered in separate files furnished by Mr. Teeter. Mr. Comartin noted that the WJE office in Oakland had ready access to the PTL records retained in the Emeryville, CA office, in the event that information was needed. He also noted that mill reports were missing on certain heats of A36 and A588 steel, which might be contained in the file which had been overlooked in Salem.

He was also looking for radiographs of extra bottom flange butt welds. There are four of these welds in the Panel Point 14 area, others between Panel Points 15 and 16 and 32 and 33. It was also noted that inasmuch as the extra piece in the bottom flange at Panel Point 32 was only 2 feet 5 inches long, the direction of rolling should be checked by etching to determine whether or not it has been placed in the structure transverse to the axis of the box girder.

Item le of Phase A and Item 1 of Phase B, identified as Task 2, was reviewed by Mr. Chang. This is the review of previous analyses and making of additional analyses. Mr. Chang noted that in the review of Panel Point 14 area, the stiffness was much greater than had been anticipated. In the tie girder certain areas were subjected to 25 ksi stress range, whereas the current allowable AASHTO limit is 8. Therefore, there is a threefold overstress in the bottom flange. In the top flange there existed 19 ksi stress range where allowable would be 13 ksi. This is based on five lanes loaded without reduction. It was noted that the arch rib was entirely in compression, but there exists a significant problem where the compression member is attached to the tension member at Panel Point 14. In this area there is biaxial stress. There is a problem where the floor beams attach to the tie girder webs (refer to Murphy Pacific Drawing 203C and 206D). This is not a serious problem, however. Dr. Fisher suggests that a mathematical model might be used for analysis. However, because of the stiffener behind the attachment, not much can happen. Mr. Sears and Hartbower concur. Deck hangers are not considered to be fracture critical, but welds to the tie girder are critical. The area between Panel Points 4 and 5 had the highest stress, not Panel Point 14, but

Panel Points 10 and 14 do have a 25 ksi range in stress. The Ammann & Whitney analysis at Panel Point 14 is based on as-constructed plate thickness. Their analysis is not completed.

Mr. Teeter pointed out the high yield strength and low Charpy V-notch test results in the three-inch plate in the bottom flange of Girder 6. This information is found on Page 6-19 of the WJE mill report summary. U.S. Steel Heat 99L099 has a yield strength of 70.9 ksi, ultimate strength of 97.6 ksi, elongation of 23 percent and Charpy V-notch values of 16, 17 and 18 foot-pound at 40F.

Mr. Bresler showed a balsa wood model of the Panel Point 14 area and a drawing of the finite element analysis grid which will be used in Phase B Item 1. With this approach they will be able to home in on individual welds if it is decided to be necessary. They can go to a two or three dimensional analysis. They are taking a three phase approach. Phase 1 being an overall view of the area, Phase 2 being a more localized analysis, and Phase 3 being a very detailed analysis. Mr. Bresler did not believe that a three dimensional analysis would cost a great deal more than a two dimensional analysis. Mr. Teeter raised the question of the effect of bowed plates on the stress distribution. In particular, he was asking about the bowed one-inch tie girder web plates attached to the three-inch arch rib plate in Panel Point 14. Mr. Bresler said their study was more detailed than the Howard, Needles, Tammen & Bergendoff study performed after the failure at Panel Point 3. They have reviewed the studies by PBQ & D and HNTB at Panel Point 3 and came to different conclusions because of different approach assumptions. Dr. Fisher asked if the finite element grid weren't too fine in the center of Panel Point 14 and not fine enough in the reentrant corner area. Mr. Bresler responded that their mesh will change as necessary to evaluate problems. Mr. Bresler commented that it was his belief that a vibration analysis was not critical and would be very expensive if needed. He indicated that thermal gradients would be studied. Variations between north and south faces of girders cause bending about a vertical axis, and variations between the deck and bottom flange cause bending about a horizontal axis. The structure would be modeled as beams with plate elements. Boundary conditions would be different than for other finite element analyses. He mentioned that Bob Cassano of Caltrans looked at thermal stresses on the Bryte Bend Bridge and found very high stresses. Mr. Bresler indicated that information on temperature ranges would be requested of OSHD. This refers to steel temperatures, not meteorological data. In previous studies OSHD has found as much as 60F difference between the web and the bottom flange in the month of March.

Mr. Schwein commented on Task #3, identified in the Agreement as part of Phase B Item 2, to conduct field inspections and testing at selected locations. He noted that the Testing Engineers, Inc., has proceeded with ultrasonic examination of bottom flange splices. In the north girder rejectable defects were found in three welds utilizing Caltrans criteria. They are recording nonrejectable defects as specified by Caltrans. See Page 3-76 of the draft working plan. They are finding some recordable defects which are not rejectable. Mr. Hartbower urged that when they look at the outboard ends of these bottom flange welds that they check the edge of the plate for cracks. Mr. Schwein says they intend to use magnetic particle examination with a yoke on this area. They will also check the butt weld in the 3-inch A514 steel, which they identify as arch rib web straps. There was considerable discussion about the type of defects that might be found in the heavy fillet welds attaching the A514 web straps to the 1-inch tie girder web plates. These welds will be examined by magnetic particle which will show transverse cracking and toe cracking, but it will not show root cracking. There was discussion of the problems that might develop if these large fillet welds between the A514 arch rib web straps and the A588 tie girder webs were to be removed. Mr. Chang says that probably connections at this point cannot be removed because wind forces would be a problem. Dr. Fisher stated that there were large moments at the ends of these welds, and these moments will continue to cause cracks to propagate down the welds. A study will be needed to determine whether bolts will be able to replace these welds. An analysis of Panel Point 14 to determine stresses will also provide information for design of the repair procedure. The basic design of Panel Point 14 may have assumed that this area is rigid and if this is so, this condition should not be changed now, says Dr. Fisher. The stress field under load is also needed to evaluate the removal of rat holes and slots in Panel Point 14. Mr. Bresler says the analysis is needed in any case, and Dr. Fisher says that the heavy fillet welds will eventually have to be removed and the plates bolted. Ammann and Whitney will look at the case wherein bolts would be utilized to hold the tie girder to the arch rib. Mr. Schwein discussed the problem of calibration in the ultrasonic examination of the groove weld at the corners of the arch rib box. Regarding the defects found in the butt welds of the bottom flange of the tie girder, one defect was a -6 db indication parallel to the axis of the weld. They also found lamination conditions that prohibited through-inspection of the welds. In examining the radiographs taken of these welds, they found that they were unusable because they could not be read properly. The penetrometers were improper; the exposure was improper. On Page 3-4 of the Testing Engineers work plan, Item H, referring to the examination of butt welds in the arch rib plates, it was agreed that these may be excluded inasmuch as the arch rib is not fracture critical. It is in compression. Top flanges of the tie girder were included for ultrasonic examination because the radiographs of these welds also were found to be of poor quality. Approval was given to inspect ultrasonically both the ½ inch and 2 inch thick top flange plates. Mr. Schwein was urged to locate blunt faced stamps to mark their UT weld defects and examination points so as to not cause additional stress concentrations.

Gary Teeter discussed the acoustic emission testing which has been performed and is underway at the present time (see Phase B Item 4). Several areas of the structure have been briefly looked at. However, due to equipment problems, etc., meaningful data has been obtained only in one area, a known crack in the fillet weld attaching a wide-flange stiffener to the tie girder web at about Panel Point 32, south side south girder.

In general, the data shows a large increase in background emission during the day, with maximums occurring about midday. Occasionally during times of peak background noise, acoustic emission thought to be significant is received from the area of the tip of the crack being monitored. It is not known whether the increase in emissions is due to truck loadings or thermal conditions.

Mr. Teeter had the sensitivity of the machine set fairly low so that only fairly strong AE signals would be recorded. About 10 apparently valid counts had been recorded at the time of the meeting.

It was suggested that cracks at the end of horizontal stiffeners, adjacent to vertical stiffeners, might be worthwhile to look at with acoustic emission. It was also suggested that lack of fusion area in the rat holes at the bottom flange in Panel Point 14 might be another worthwhile area to look at. Mr. Teeter asked Mr. Goldsmith and Mr. Chang if it would be possible to remove the short transverse ½ inch thick stiffener on the bottom of Panel Point 14 where the arch rib plates pass out through the bottom of the flange. The stiffener apparently has no structural function, and it interferes with inspection. Mr. Chang and Goldsmith will investigate.

Mr. Hanson discussed Appendix #4, Field Testing (part of Phase B Item 2). He said that the blind hole technique for stress determination would also be utilized where samples were removed in order to obtain stress evaluation for correlation with calculated or assumed stresses. A revised figure, 4-1, showing instrumentation at Panel Point 14 was provided. On Figure 4-3, Section XB, all strain gages will be rosette configuration, to start out with. Later, the horizontal gage can be used for stress and the vertical gage used as a dummy, if it turns out to be desirable. The simplified strain gage installation on Sections XA, XC, and XD can be increased if the strain gage analysis of XB indicates a need. Only one recording station will be used for all strain and temperature gaging. If the strain range at the vents in the bottom of the tie girder flange is found to be low enough, peening might be used to change this from a Category E to a Category D detail. The low toughness bottom flange plate of Girder 6 will also be strain gaged. The low toughness bottom flange plate of Panel Point 24 will receive close inspection. On Figure 4-6 of the north girder, additional gage will be placed on the outboard extension of the bottom flange. OSHD is to investigate special loading facilities or availability of commercial trucks in quantity in order to provide design loading for strain gage testing on the structure.

Mr. Hanson continued with the discussion of Appendix 5, Microscopic Examination of Cracks (part of Phase B Item 3). Dr. Fisher said that a 1¼ inch diameter core was not large enough to provide the specimens needed. It was agreed that the core should be a 2-inch minimum. In Figure 5-2, Page 5-4, the core shown as being taken from the left end of the groove weld should be moved over to the right end of the groove weld so as not to line up with the core taken near the bottom flange. The core to be taken near the bottom flange should be raised to at least 2 inches above the bottom flange. Remnant fillet welds around the core holes should be flaired out so there is not an abrupt transition. In addition, the rat hole utilized in making the butt weld in the bottom flange of Panel Point 14 should be excavated by cutting two 3-inch holes, one from each end of the rat hole, and the holes joined by sawing so as to provide an oval, and the bottom of this oval should be flaired into the bottom flange. The retro fit proposal will include a method of getting the wind load out of the arch into the tie girder.

Mr. Hanson raised the question of whether the fillet weld in the corner of the arch rib was a single pass or multi pass. Mr. Hartbower hoped it was not a single pass. This will bear looking into. Dr. Fisher said that there is no such thing as a "seal weld". If you're going to put in a weld, do a decent job.

Mr. Hanson proceeded into the discussion of Appendix 6 by introducing Mr. O'Donnell of Material Research Laboratory, Inc. of Northbrook (also part of Phase B Item 3). Mr. O'Donnell commented on the facilities which his company would provide for the testing of fatigue. They have closed loop testing facilities and will perform the compact tension testing or precracked Charpy testing, as required. Mr. Hanson discussed the temperature range that would be utilized in Charpy testing, starting at -40F and proceeding up to +120F. Mr. Hartbower suggested that another approach would be to start out at midrange F and go up or down depending upon what was determined from the testing. Mr. Hartbower was advocating precracked Charpys, and Dr. Fisher said precracked Charpys are not worth the cost. Mr. Hartbower said the 10 mil CVN notch is too blunt and should be a sharp notch such as is found in precracked Charpys. It was agreed that standard Charpys would be used. The use of compact tension test specimens sliced from cores was discussed. These would involve a one second load at -10, -20F, possibly at the lowest anticipated service temperature. Mr. Hartbower suggested also cutting CVNs from the remnants of the same specimen, but it would not be practical because the core would have to be at least 4 inches in diameter. It was agreed that a sample of material should be taken from the Girder 6 bottom flange with high yield and low toughness. It was also agreed that the 2-inch A36 top flange plate should be tested since nothing seems to be known about it. The location is Panel Point 2 to 5, the stress range is high, and there are some Category E details involved with it. OSHD would like sketches of the proposed sampling procedure for the sample to be taken from Girder 6, bottom flange. The compact tension test requires three specimens. For thinner material this might mean three cores. For moderate material thickness, one core might be sliced into two specimens if it were over 1½ inch thick. If there are not enough specimens the J-integral test might be needed. Full thickness would be utilized for the 2-inch A36 and 1 3/4-inch A588. The 3½-inch A588 would be sliced.

Dr. Fisher is very anxious to find more of the same material that Caltrans tested with the large tension specimen that broke in the grips. This was 2 $^3/4$-inch material. He would like to run two compact tension test specimens, so OSHD needs to find a piece of this material about 8" x 16" in size, with the direction of rolling known. Mr. Hartbower commented that California still had a piece of the specimen from the 2 $^3/4$-inch plate the last time he was in the laboratory, should OSHD want to obtain a specimen for spark chemistry analysis.

Mr. Fisher commented that hole saws in which every other tooth has been removed were found to cut much more rapidly in sampling in Louisiana. OSHD is to investigate potential machine shop facilities in the Portland area for field sampling.

With the indicated changes in the Work Plan for Phase B, the Committee is in agreement on its content.

The meeting adjourned at about 4:15 P.M. The next meeting will be held in the Portland area.

JCJ:gs

cc: W. J. Hart
G. Teeter
H. A. Schell
F. Sears
C. Hartbower
J. Hanson
B. Bresler
J. Fisher
R. Goldsmith

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMEN

Memorandum

DEPA MENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Salem, Oregon

F

DATE: April 2, 1979

In reply refer to: HBR-OR

SUBJECT: Oregon Project I-405-8(34)
Accoustic Emission Field Study on the Fremont Bridge

FROM : G. L. Green, Division Administrator

TO : Mr. H. S. Coulter, State Highway Engineer

cc Perty
ENV

We requested the participation of our Washington office on accoustic emission work that you are performing on the Fremont Bridge. They have forwarded us a research report from the Division of Research at Lexington entitled "Accoustic Emission, Fatigue, and Crack Propogation" by Theodore Hopwood II. We are sending a copy of this report directly to your Bridge Section. We hope that this will assist you in your detailed study on the Fremont Bridge.

We recommend that if the accoustic emission information is used for a detailed evaluation on the Fremont Bridge that additional physical tests are made to verify the results of the emissions. The type of laboratory tests described in the report should be helpful as a first step in supplementing any field research data which identifies the stress levels that can produce accoustic emissions.

/s/ Haskell
G. L. Green

cc:
OSHD (W J Hart) w/report
OSHD (G Teeter)

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STATE HWY ENGR
APR 9'79
REFER TO
Hart
FOR

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79

STATE OF OREGON INTEROFFICE MEMO F

TO: Memo to the File

DATE: April 6, 1979

FROM: R. W. Ellison
Assistant Bridge Engineer

SUBJECT:
Fremont Bridge
Stadium Freeway
Post-construction Evaluation Study
Technical Committee Meeting

NOTED
S. HUNTER

The first meeting of the Technical Committee for the subject study was held in Portland, Oregon, at the office of Resident Engineer John Howard, on March 27, 1979 beginning at 1:30 p.m.

Committee members in attendance were:

- Walter Hart, OSHD, Chairman
- Herb Schell, FHWA
- John Hanson, Wiss,Janney, Elstner and Assoc., Inc.
- John Fisher, Lehigh University
- Robert Goldsmith, Ammann & Whitney
- John Jenkins, OSHD
- Gary Teeter, OSHD

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Committee members not in attendance:

- Boris Bresler, Wiss, Janney, Elstner and Assoc., Inc.
- Carl Hartbower, FHWA, Washington, D.C.

Technical resource people in attendance were:

- Roy Tokerud, FHWA
- Craig D. Comartin, WJE
- John Howard, OSHD
- Kamal Kamadoli, OSHD
- Bob Ellison, OSHD

After indicating that general duties of the Technical Committee are to review the conduct of the study and make recommendations as to the thrust and content of the study, Chairman Walt Hart turned the meeting over to John Hanson. Mr. Hanson outlined the work of his team to date. This has consisted mainly of a detailed visual inspection of the structure and review of the existing documents, plans, et cetera. The structural inspection is about 98 percent completed and document review about 50 percent completed. As a matter of convenience, inspection by subconsultants will be completed at a later date.

An index of the documentation is being developed as part of the review. To date document review has tended to be confined to those documents which are an aid to structural inspection. Mr. Comartin indicated that there has been some difficulty in finding complete documentation of some items including welding procedures. He believes a review of the reports in the Emeryville, California office of Pittsburg Testing Lab (the fabrication inspection agency) will aid in this matter.

Mr. Hanson projected a series of slides which show some of the questionable welding details and practices he has found on the structure. The slides were in three groups: 1. Category E details (per AASHTO design specs), 2. Problems at Panel Point 14, and 3. General problems.

The category E details include structural details and possible weld discontinuities at horizontal and vertical web stiffeners, stiffener plates around vent openings and access holes, and floor beam attachments. The structural details cause difficulties in making the base welds and this results in poor fusion in the weld. There is some indication that weld repair did occur during fabrication. Fracture problems in bridges in other states have begun in the field weld repairs made on those structures. This naturally makes such repairs on the Fremont Bridge an area of concern.

The use of dye penetrant on several stiffener weld discontinuities on the Fremont Bridge has not revealed evidence of crack growth. Visual inspection of the structure has not revealed obvious evidence of crack growth in any welds. Some existing cracks appear to be the result of handling of the members at the time of erection.

The problems at Panel Point 14 include structural details and welding techniques where the arch plate passes through the tie girder, where the arch enters the bottom of the tie girder, and where the arch intersection leaves the top of the tie girder. Of particular concern are the "rat holes" in the web plates, lack of contact between faying surfaces prior to welding, unnecessary welds added in the field, groove welds through slotted plates, et cetera. The "rat holes" were made to facilitate other welding and then patched by welding the cut-out piece back in place. These "rat holes" represent one of the worst conditions on the bridge. Some of the unnecessary welds were not shown on the construction plans or shop drawings and are sources of potential crack initiation.

Several small discontinuities were previously located by state forces and removed or altered by grinding. WJE concurs that this was proper action by the State even though it eliminated some potential problem areas which would have been of concern to this study. It also removed the immediate danger of crack propagation and improved the structural integrity of the bridge.

The general problems discussed included the method of attaching wide flange stiffeners to the tie girder, details of hanger attachment at the bottom flange of the tie girder, contractor repairs which made conditions worse instead of better, and flame-cut edges which show stress rising notches.

Based on his inspection to date, Mr. Hanson is of the opinion (concurred in by John Fisher) that the design of this structure was made on the conservative side. He believes the structure is functioning satisfactorily, does not appear to be overstressed, and will probably satisfy the criteria for a non-redundant system. In general, the situation appears to be less serious than at first surmised. This is because of the size of the bridge and the apparent non-critical stress conditions. Such a finding does not negate the need for this study but does indicate that the situation with the structure is not critical.

Mr. Fisher believes one approach to the study is to begin with the welds which have been repaired since this has been a problem area on other bridges.

John Hanson stated that Phase A of the study is on schedule and the working plan for Phase B will be ready for the first part of May.

Walt Hart asked John Hanson to distribute the working plan directly to all members of the Technical Committee as soon as possible.

The next Technical Committee meeting will be in Chicago, Illinois at the office of Wiss, Janney, Elstner and Assoc. on the morning of May 21. This location was selected in an attempt to make attendance at the meeting convenient for the committee members from the FHWA Washington D.C. Office. It is hoped this will insure their much needed attendance at this important meeting. The date also fits into the schedule of Dr. John Fisher of Lehigh University. It is essential that all committee members be in attendance to finalize the Phase B working plan.

RWE:dh;smd

cc * all those listed
E. S. Hunter
H. S. Coulter
E. L. Hardt

17[illegible]

F.

Department of Transportation
TRANSPORTATION BUILDING, SALEM, OREGON 97310

March 30, 1979

Glen L. Green
Division Administrator
Federal Highway Administration
P. O. Box 300
Salem OR 97308

NOTED
. S. HUNT

Fremont Bridge
Stadium Freeway (I-405)
Post-construction Evaluation Study
Technical Committee Meeting

The consultant conducting the Post-construction Evaluation Study on the subject project is pursuing the work in a very satisfactory manner. Phase A of the study, visual inspection of the structure and existing documents, is about 80 percent done. Completion of Phase A, including a detailed working plan for Phase B, will be accomplished the first part of May.

The Technical Committee, which will oversee and review the conduct of the work and make recommendations as to the thrust and details of the study, held its organizational meeting in Portland on March 27. The second meeting will be held in the Consultant's Chicago office on May 21, 1979. At that meeting the Committee will review the content of the Consultant's working plan for Phase B, propose revisions as may be necessary or desirable and recommend that the State authorize the Consultant to proceed on the basis of the revised working plan. This meeting will set the tone and thrust of the Consultant's future work.

Herb Schell is a member of the Technical Committee and was in attendance at the first meeting. Because of the importance of the second meeting, it is essential that Herb be in attendance.

WALTER J. HAR

Walter J. Hart
Bridge Engineer

cc E. S. Hunter

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FOR

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Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

NOTED
H. S. COULTER

RECEIVED
STATE HWY ENGR
MAR - 6 '79
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

March 5, 1979

Mr. Glen L. Green
Division Administrator
Federal Highway Administration
P. O. Box 300
Salem, OR 97308

Fremont Bridge Superstructure
Stadium Freeway (I-405)
Post-construction Evaluation Study
Technical Committee Meeting

My letter of January 25, 1979 indicated that you and one or two FHWA representatives from Washington, D.C., will be included as members of the Technical Advisory Committee for the subject study. This committee will be the steering group which determines the thrust of the study.

Mr. John Hanson, a principal of Wiss, Janney, Elstner and Associates, Inc., our consultant on this project, has informed me he will be in Portland on March 6 to begin Phase A of the study. He hopes to have about 50 percent of the review, et cetera, required for Phase A completed by March 26. He also indicated that Dr. John Fisher of Lehigh University will be in Portland on March 26 and 27.

In view of the anticipated progress on this study, I would like to have the initial meeting of the Technical Advisory Committee in Portland on March 27. Will you and your D.C. representatives be able to attend on that date?

For your information I attach a copy of a letter from John Hanson to Robert Goldsmith of Amman & Whitney, a subconsultant. Included is a tentative schedule for Phase A.

ORIGINAL SIGNED
WALTER J. HART

Walter J. Hart
Bridge Engineer

cc H. S. Coulter /w/ attach.
E. S. Hunter /w/ attach.
E. L. Hardt /w/ attach.
John Howard /w/ attach.
John Jenkins /w/ attach.

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MAR - 6 '79
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

Wiss, Janney, Elstner and Associates, Inc.
CONSULTING AND RESEARCH ENGINEERS
(312) 272-7400
330 Pfingsten Road Northbrook, Illinois 60062

J. F. WISS
J. R. JANNEY
R. C. ELSTNER
J. M. HANSON
B. BRESLER

J. A. HANSON
C. B. MONK
E. L. PERRINE
H. K. PRESTON

T. M. BROWN
A. J. GOUWENS
W. C. HANSELL
D. W. PFEIFER
J. G. STOCKBRIDGE

K. J. BEASLEY
I. R. CHIN
C. D. COMARTIN
O. E. CURTH
J. D. GODFRYT
R. J. KRAUSE
R. J. KUDDER
P. W. LINEHAN
S. MARUSIN
C. A. PETERSON
S. G. PINJARKAR
J. L. RIMKUNAS

March 1, 1979

Mr. Robert Goldsmith
Ammann & Whitney
Two World Trade Center
New York, New York 10048

Re: WJE No. 78646

Dear Bob:

As I had indicated earlier to Frank Stahl, we were given notice on February 22, 1979 to proceed with Phase A of our Post-Construction Evaluation Study of the Fremont Bridge. Phase A is to be concluded by May 7 with the development and submission of a detailed Working Plan for Phase B.

The primary tasks that are to be completed in Phase A are listed on Page 4 of the enclosed copy of the contract. I have established a tentative schedule for completing these tasks, subject to your concurrence. While it may be desirable to complete Item 1.h by April 23, I have been under the impression that most of this work would be performed in Phase B. This may be a matter we will need to discuss with Mr. Hart.

It is my understanding that you and Dr. Chang anticipate an early visit to the bridge site. Both Boris Bresler and I would like to be there for at least a portion of your visit. At this time it appears that March 15 or 16 would be convenient dates to meet at the site.

We are also expecting Mr. Robert Schwein to be at the site during the week of March 12, and Dr. Fisher will be there on March 26 and 27.

Very truly yours,

WISS, JANNEY, ELSTNER AND ASSOCIATES, INC.

John M. Hanson

John M. Hanson

JMH:llp
cc: ✓W. J. Hart
J. W. Fisher
R. Schwein

RECEIVED
MAR 5 1979
BRIDGE SECTION

NOTED
W.J. HART

Baybridge Office Plaza
5801 Christie Ave., Suite 485
Emeryville, CA 94608
(415) 428-2907

TENTATIVE SCHEDULE FOR PHASE A

Task	Primary Responsibility	Performance
1. Project orientation, visual inspection and development of a Working Plan.		
a. Make a thorough visual inspection of the structure.	WJE	March 5 - April 2
b. Review records and documents.	WJE	March 5 - April 2
c. Review construction and fabrication plans.	WJE	March 5 - April 2
d. Hold discussions with State's personnel.	WJE and A & W	As required
e. Review previous analyses of critical locations.	WJE and A & W	March 5 - April 2
f. Identify main load-carrying non-redundant, tensile members and components.	A & W	Complete by April 23
g. Determine apparent potentially critical locations.	A & W	Complete by April 23
h. Review members and components identified in f above to determine the range of stress at critical details and compliance with Article 1.7.2(A) of current AASHTO Specs.	A & W	Provide progress report by April 23
i. Define anticipated thermal, vibration and finite element analyses and their probable locations.	WJE	March 26 - April 23
j. Develop a full and detailed Working Plan for study, inspection, testing, analysis, evaluation, recommendations, et cetera, for Phase B.	WJE	April 2 - May 7
k. Submit Working Plan for Phase B to Technical Committee for review and to State for approval within two and one-half months after receiving notice to proceed on Phase A of this study.	WJE	May 7

RECEIVED
MAR 5 1979
BRIDGE SECTION

U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO. I-405-8(34)303

STATE PROJECT NO. See below

COUNTY NAME Multnomah

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

FROM:

G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.

ITEM NO. 80044

TO:

Mr. H. S. Coulter
State Highway Engineer
Salem, Oregon

DATE PS & E APPROVED	DATE AUTHORIZATION EFFECTIVE 2-21-79	FEDERAL ROUTE NUMBER	Interstate 405
		STATE ROUTE NUMBER	Primary 61

GENERAL LOCATION:

Fremont Bridge Section

GENERAL DESCRIPTION OF WORK:

Increase in Funding

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

PRELIMINARY ENGINEERING TO DETERMINE
☐ LOCATION ONLY
PRELIMINARY ENGINEERING FOR SURVEY AND PLAN
☐ PREPARATION
☒ OTHER (Specify) Increase in Funding

☐ ACQUISITION OF RIGHT-OF-WAY
☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of February 21, 1979 and revised authority for survey the TEC for Preliminary Engineering is increased by $30,800 - Federal Funds limited to $28,400.

[illegible]
STATE HWY ENGR
MAR - 5'79
REFER TO
FOR
Info Inver R/D D/R Sign Act File

DATE 2-21-79	SIGNATURE OF APPROVING OFFICIAL G. K. H[illegible]	TITLE for District Administrator

FORM PR-1240 (REV. 8-70) EXISTING STOCKS OF FORM PR 1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1976—626-787

Department of Transportation
TRANSPORTATION BUILDING, SALEM, OREGON 97310

February 21, 1979

MISC. CONTRACTS and
AGREEMENTS No. 6911

Wiss, Janney, Elstner
& Associates, Inc.
330 Pfingsten Road
Northbrook, IL 60062

Attention Mr. John Hanson

Willamette River (Fremont) Bridge
Stadium Freeway (I-405)
Bridge 2529
Post-construction Evaluation Study
Signed Consultant Agreement

Attached is a fully signed (original signatures) copy of the subject Consultant Agreement between your organization and the Oregon State Highway Division.

As I indicated by phone, you are authorized to proceed with Phase A of the study as of February 22, 1979 providing you have completed the requirements of the State of Oregon for registration of professional engineers as required by Recital 3 of the subject agreement.

Please provide me with a tentative schedule of activities for Phase A of this study as soon as possible.

Walter J. Hart
Bridge Engineer

ORIGINAL SIGNED
R.W. ELLISON

R. W. Ellison
Asst. Bridge Engineer

RWE:dh
Attachment

cc E. S. Hunter
V. E. Skoog
C. W. Head
E. L. Hardt /w/ attach.
John Jenkins
John Howard /w/ attach.
Federal Highway Administration

NOTED
C. W. HEAD

Form 81 731 0027 (9-77)

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

February 21, 1979

TO: G. L. Green, Division Administrator
Federal Highway Administration

FROM: D. E. Swan
Federal Aid Manager

SUBJECT: Willamette R. (Fremont) Br.
Stadium Freeway (I-405)
Project No. I-405-8(34)303
Bridge No. 2529 C
Post Construction Evaluation Study
Consultant Agreement

Enclosed for your approval are two fully executed copies of an agreement between the State Highway Division and Wiss, Janney, Elstner and Associates, Consulting Engineers, for the performance of a post construction evaluation study on the subject structure.

We further request the following:

1) Authorization to proceed with work by the Consultant at an estimated total cost of $331,300, with an obligation of $305,590 in federal funds.
2) Authorization to proceed with related work by state forces at an estimated additional cost of $30,800, with an obligation of $28,400 in federal funds.
3) The return of one copy of the consultant agreement approved for our file.

CL:pf
Attachment

cc: E. S. Hunter
V. E. Skoog
W. J. Hart
C. W. Head
E. Hardt

NOTED
C. W. HEAD

CW: - original attached for your file - K.W. Ellison
2/21/79

1753

U.S. DEPARTMENT OF TRANSPORTATION - FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

FEDERAL AID PROJECT NO. I-405-8(34)303

STATE PROJECT NO. See below

COUNTY NAME Multnomah

PROGRAM STAGE (Check) ☐ 1. ☐ 2.

FROM:
G. L. Green, Division Administrator
Salem, Oregon

PROGRAM NO.

ITEM NO. 80044

TO:

Mr. H. S. Coulter
State Highway Engineer
Salem, Oregon

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MAR - 5 '79
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FOR

Info	Inves	R/D	D/R	Sgn	Act	File

DATE PS & E APPROVED

DATE AUTHORIZATION EFFECTIVE 2-21-79

FEDERAL ROUTE NUMBER Interstate 405

STATE ROUTE NUMBER Primary 61

GENERAL LOCATION:

Fremont Bridge Section

GENERAL DESCRIPTION OF WORK:

Consultant Agreement

YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY

☐ PRELIMINARY ENGINEERING FOR SURVEY AND PLAN PREPARATION

☒ OTHER (Specify) Consultant Agreement

☐ ACQUISITION OF RIGHT-OF-WAY

☐ CONSTRUCTION - ADVERTISE FOR RECEIPT OF BIDS

☐ CONSTRUCTION - PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS

REMARKS

As requested in Mr. Swan's letter of February 21, 1979, I approve the Consultant Agreement with Wiss, Janney, Elstner and Associates, Consulting Engineers, at a TEC of $331,300, Federal funds limited to $305,590. (This amount includes net fee of $14,855.00.) You are now authorized to proceed with the work covered by the Agreement.

A signed copy of Agreement is attached.

DATE 2-21-79

SIGNATURE OF APPROVING OFFICIAL G. K. Hossner

TITLE for Division Administrator

FORM PR-1240 (REV. 8-70)

EXISTING STOCKS OF FORM PR-1240 (REV. 6-68) WILL BE USED

☆ U.S. GOVERNMENT PRINTING OFFICE: 1976—626-787

9/53

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

February 21, 1979

Jan Yarnell
Contracts Manager
General Services
1225 Ferry Street S.E.
Salem, OR 97310

NOTED
E. S. HUNTE

Willamette River (Fremont) Bridge
Stadium Freeway (I-405)
Post-construction Evaluation Study
Consultant Agreement

This is to certify that the Consultant for the subject study was selected according to the Oregon State Highway Division's Administrative Rule covering procedures for selection of consultants.

A copy of the signed agreement is attached for your use.

Walter J. Hart
Bridge Engineer

ORIGINAL SIGNED
R.W. ELLISON
R. W. Ellison
Asst. Bridge Engineer

RWE:dh

cc E. S. Hunter

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TECHNICAL SERVICES

FEB 21 '79

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FOR

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Form 81-731-0027 (9-77)

STATE OF OREGON 1859

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

January 25, 1979

NOTED
H. S. COULTER

Mr. Glen Green
Division Administrator
Federal Highway Administration
P O Box 300
Salem OR 97308

Attention Mr. H. A. Schell

Fremont Bridge Superstructure
Stadium Freeway (I-405)
Post-construction Evaluation Study
Technical Committee

The Consultant Agreement for the subject Post-construction Evaluation Study requires that a technical committee be established to oversee and review conduct of the study and make recommendations to the State, FHWA, and Consultant with the State's Bridge Engineer as chairman. It is anticipated that the full committee will meet at least four times during the study. Meetings will normally be held in the Portland area.

The committee membership will include you and one or two FHWA representatives from Washington, D.C. In order that the full committee will be available for the first meeting, it is requested that the member, or members from your D.C. office be selected and authorized to attend. Committee personnel should have technical expertise applicable to this study and the ability to make meaningful decisions.

Your past cooperation and input relative to this study is greatly appreciated, and I am looking forward to a continued beneficial relationship on this project.

ORIGINAL SIGNED
WALTER J. HART

Walter J. Hart
Bridge Engineer

cc H. S. Coulter
E. S. Hunter
E. L. Hardt
John Howard

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REFER TO
FOR
Info Inves R/D D/R Sign Act File

Form 81-731-0027 (9-77)

1984 Fremont Bridge Section, 9753
Stadium Freeway in Portland.
(bridge modification) #1

[illegible] (Rev. 8-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Equitable Center, Suite 100
530 Center NE. - Salem OR 97301

DATE: January 22, 1979

In reply refer to: HBR-OR

SUBJECT: Oregon Project I-405-8(34)303
Consultant Selection Notes
and Evaluation Form

FROM : G. L. Green, Division Administrator

TO : Mr. H. S. Coulter, State Highway Engineer
ATTN: J. C. Jenkins

Attached are notes, memoranda, and the completed evaluation forms used by Mr. Schell and Mr. Hartbower in the consultant selection of the Post Construction Evaluation of the Fremont Bridge. Mr. Hartbower's work was submitted under a December 8, 1978 memorandum to G. L. Green. Please note Mr. Hartbower's evaluation only concerned the items he felt qualified to rate and his weighted rating system was different than that used by Messrs. Jenkins, Hart, and Schell.

We appreciated participating in this selection. This information is submitted as support data for your files.

H. A. Schell
for G. L. Green

Attachments

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STATE HWY ENGR

REFERRED TO

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FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION FILE:

INTER-OFFICE CORRESPONDENCE

Salem, Oregon 97310

January 18, 1979

FROM: John C. Jenkins
Engineer of Materials & Research

John Jenkins

SUBJECT: Consultant Selection
Post Construction Evaluation
Fremont Bridge

TO: Memo to the File

The consultant selection committee for the post construction evaluation of the Fremont bridge consisted of Ed Hunter, Walt Hart, and John Jenkins of Oregon Department of Transportation and Herb Schell of Oregon Division, Federal Highway Administration. Assistance was also provided by Carl Hartbower, FHWA, Washington, D.C.

Several meetings of the consultant selection committee were held culminating in the selection of the firm of Wiss, Janney and Elstner of Northbrook, Illinois, on December 8 to perform the work.

A preliminary list of 15 nationally known structural engineering consulting firms was contacted by mail on October 6 to obtain an expression of interest in the work. Of the 7 firms responding with preliminary proposals, 4 firms were selected to submit detailed proposals (several letters were received stating the firms had interest in the work but did not receive the inquiry until just before the October 25 due date). The four firms which were asked to submit detailed proposals were: Wiss, Janney and Elstner, Northbrook, IL; Ammann and Whitney, New York, NY; Peabody Professional Services, Chicago, IL; Howard, Needles, Tammen and Bergendoff, Kansas City, MO.

The project proposals received were evaluated by the members of the committee using a standardized rating form. A copy of each of the proposals was also sent to Lester Herr in Washington, D.C., where they were reviewed by Carl Hartbower, FHWA, and rated.

A preliminary review of the ratings generated a number of questions. These questions were assigned to members of the committee to pursue by telephone contact with the members of the consultant teams and other informants. Final ratings were prepared based on a sharing of all the information collected. These ratings were analyzed at the December 8 meeting. A summary characterization of each of the consultants' proposals would be: Wiss, Janney and Elstner, excellent proposal and recommendations; Ammann and Whitney, excellent proposal, but less than suitable recommendations; Peabody Professional Services, technical overkill, not backed up by engineering judgement; Howard, Needles, Tammen and Bergendoff, proposal and problem understated.

The rating forms from the committee members and comments developed from telephone contacts are attached.

cc: E. S. Hunter
W. J. Hart
H. A. Schell

NOTED
H.S. COULTER

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W. J. Hart

FREMONT BRIDGE POST-CONSTRUCTION EVALUATION

CONSULTANT EVALUATION FORM

1. Consultant Name and Address

Wiss, Janney, Elstner, and Assoc., Inc.
330 Pfingsten Road
Northbrook, IL 60062
Telephone (312) 272-7400

Rating

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
2. Financial Resources:					X

Comments: Approximately $1 million per year business. Projects generally in the $10,000 to $50,000 range. The firm's specialty area is distress and failure analysis. Do not do design consulting work.

Item Weight 2 x Sum points 5 = Rating 10

3. Ability to meet schedule:				X	

Comments: WJE indicates they expect some changes in the scope of the work after they get into the project. This thinking may impact the tight project time schedule.

Item weight 2 x Sum points 4 = Rating 8

Rating

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
4. Personnel:					
a. Structural (Bresler)				X	
b. Fatigue (Fisher)				X	
c. Metallurgical (Ray, Pense)					X
d. Fracture Mechanics (Fisher)				X	
e. Welding (Ray, Pense)					X
f. Nondestructive Testing (T.El)					X
g. Materials Lab (Ripling)					X
h. Computer (Staff)			X		
i. Field Insp. (Kudder)				X	

Comments: Not staffed or set up to do design work. Good reputation for thorough work. Material Testing Lab and Testing Engrs. Inc. get very good marks from others.

The proposal is strengthened considerably by the addition of Testing Engrs. Inc. who have Bob Ray and Preece on their staff. Ripling comes with high marks. Fisher's time is limited. Weak in str. area.

Item weight 10 x Sum points 4.33 = Rating 43.3

5. Facilities:					
a. Design			X		
b. Inspection					X
c. Testing					X
d.					
e.					
f.					

Comments: Not a design firm so they are weak here and may need help. Insp. and matrls. lab get very good recommendations.

Item weight 8 x Sum points 4.33 = Rating 34.7

		Rating			
	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
6. Engineering projects:					
a. Stiffened tied arch				X	
b. Steel bridges				X	
c. Other bridges				X	
d. Steel frame building				X	
e. Other building				X	
f. Other steel construction				X	
g. Steel failure analysis				X	
h.					
i.					
j.					
k.					

Comments: Lack experience in large bridge structures. They have a reputation of going after support in areas where they are weak.

Item weight 6 x Sum points 4 = Rating 24

7. Equal Opportunity Employer:					X

Comments: Satisfactory

Item weight 1 x Sum points 5 = Rating 5

8. Affirmative Action Program:					X

Comments: Satisfactory

Item weight 1 x Sum points 5 = Rating 5

Rating

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points Excellent
9. Statement of Offer:				X	

Comments: (Responsibility for specific areas of work.) Adequately covered. The addition of Testing Engrs., Inc., closes a number of holes. Fisher's time is limited and will require help.

Item weight 4 x Sum points 4 = Rating 16

10. Understanding of task:			X		

Comments: Weather conditions did not permit WJE to make a field inspection of the structure. They did survey the files. Their proposal is based almost totally on information in RFP.

Item weight 10 x Sum points 3 = Rating 30

11. Thoroughness of proposal:				X	

Comments: Could have expanded some of types of NDT work (RT & MT). Should have picked up some outside strength in the structural area.

Item weight 8 x Sum points 4 = Rating 32

12. Organization of proposal:				X	

Comments: Well organized with several good points made: 1. Better to repair some details than study them to death. 2. Problems come from poor detailing and fabrication practice.

Item weight 4 x Sum points 4 = Rating 16

	[illegible]	[illegible]	3 (Points) Fair	4 (Points) Good	[illegible]
13. Cost relationship:				X	

Comments: Budget $280,420 without work by Battelle N.W. No breakdown of costs by units of work or fixed fee. The manpower hours and the rates are reasonable.

Item weight 6 x Sub Points 4 = Rating 24

14. Details of Study:	[illegible]	[illegible]	Fair	Good	[illegible]
a. Identify FC members				X	
b. Examination of structure				X	
c. Strain gaging					X
d. Detail modification			X		
e. [illegible] methods			X		
f. [illegible] program				X	
g. [illegible]					X
h. Nondestructive testing					X
i. Sampling				X	
j. [illegible]ing of material					X
k. [illegible]					X
l. Review files					X
m. Field inspection				X	
n.					
o.					
p.					

Comments: Weak in the areas of structural design and repairs. Fisher and Pense will have them direction on details which are significant.

Item weight 10 x Sub Points 4.31 = Rating 43.1

Rating

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
15. Special considerations:					
a.					
b.					
c.					
d.					
e.					
f.					
g.					

Comments: Will need help in the design area, not addressed in their proposal. May require additional backup in welding.

Item weight ______ x Sum points ______ = Rating Info only - No Rating on Item 15.

16. Summation:

Financial Resources	10
Ability to Meet Schedule	8
Personnel	43.3
Facilities	34.7
Engineering Projects	24
Equal Opportunity Employer	5
Affirmative Action Program	5
Statement of Offer	16
Understanding of Task	30
Thoroughness of Proposal	32
Organization of Proposal	16
Cost Relationship	24
Details of Study	43.1
Special Consideration	----
Total Rating	291.1

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
The Equitable Center, Suite 100
530 Center NE. - Salem OR 97301

DATE: December 7, 1978

In reply refer to: HBR-OR

SUBJECT: Oregon Project I-405-8(34)303
Post Construction Inspection and Evaluation
Consultant Analysis

FROM : H. A. Schell, Division Bridge Engineer

TO : Consultant Selection Committee

I have made inquiry into the following areas--New York, Chicago, Milwaukee and San Francisco--regarding the four consultants and their selected experts for the Post Construction Inspection and Evaluation of the Main Fremont Superstructure.

1. Ammann & Whitney - They just picked up much work for NY DOT in bridge maintenance inspection. The firm has a very good reputation. They have lost some of their old experts in recent years. There is a good chance that Goldsmith will not be able to work on the assignment. Goldsmith is not a welding engineer. I could find no one who knew their welding engineer. The firm probably has NDT men qualified under NY code. No recommendation for or against. One individual (confidentially) would have reservations on rehiring them.

   FAA does their fatigue and failure analysis from a mathematical or statistical point of view. This would not be acceptable to some highway people. There is some concern that they have no civil engineers on their staff. They have field men who can do the NDT at the site. Recommendations (confidential) indicate a concern in using this firm for highway bridge work.

2. WJE & Associates, Inc. - Checked in Chicago, Milwaukee, and Washington, D.C., with people familar with this firm's work. Everyone seems quite satisfied. Hanson is a very good man to work with and is very cooperative. If he is unable to solve a problem, he will say so and get a satisfactory answer. They do not have a welding engineer but will get one if needed. Materials Research Laboratory, Inc., is an excellent firm. Ripling is a very good man and can do work in fracture mechanics.

   Battelle N.W. - The acoustic emission work proposed is not experimental but has advanced to implementation at this time. This is a good way to keep track of steel crack growth. (Paul Jonas, who is the retired State of California Welding Inspector, is probably available.)

3. Peabody - Comments were received from both Chicago and Milwaukee. They did excellent field work on Milwaukee Harbor Bridge reviews. Some trouble educating the Peabody field men on the Indiana Ohio River work (I-275). The firms capabilities is not the same in all areas. They have not performed any analysis on the highway bridges they list on their resumés. They have an excellent L.A. laboratory group of people. Weiss is an excellent welding engineer. Paul Paris is also an excellent man on fracture mechanics.

   Bienick - I could get no information on this man's abilities.

4. HNTB - I received information from Washington and Milwaukee and Chicago on this firm. They were the designer in the Milwaukee Harbor Bridge. Excellent engineering staff but no welding engineer is listed. Shedd and Altman are not welding engineers. Some concern was expressed that since they worked on the Fremont project previously they would be locked in to a previous approach.

H. A. Schell

12/7/78

J. C. Jenkins

FREMONT BRIDGE POST-CONSTRUCTION EVALUATION

CONSULTANT EVALUATION FORM

1. Consultant Name and Address Wiss, Janney, Elstner

Rating

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
2. Financial Resources:					X

Comments: Organized 1962. Over 4000 assignments; 1200 clients including FHWA and Pennsylvania DOT. Over 35 engineers and 12 technicians. Branch office in California. Background suggests financial capability.

Item Weight 2 x Sum points 5 = Rating 10

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
3. Ability to meet schedule:				X	

Comments: Though not a large company, their program and committment of personnel appears adequate to meet required time schedule. Some consideration might be given to utilizing good weather in January and February to expedite program.

Item weight 2 x Sum points 4 = Rating 8

	Rating				
	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
4. Personnel:					
a. Structural Bresler, Hanson					X
b. Fatigue Fisher					X
c. Metallurgical Pense					X
d. Fracture Mechanics Fisher					X
e. Welding Pense, Rimkunas					X
f. Nondestructive Testing TEI					X
g. Strain gaging, - WJE, Kudder				X	
h. Crack Investigation, Hansell				X	
i.					

Comments: Testing Engineers, Inc., Oakland, is highly regarded by several associates of Gary Teeter. Most NDT by UT with RT backup. Fisher and Pense can work about 2 days per month on project. Computer analysis at WJE California office.

Item weight 10 x Sum points $\frac{38}{8}$ = Rating 48

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
5. Facilities:					
a. Design			X		
b. Inspection					X
c. Testing					X
d.					
e.					
f.					

Comments: WJE is not primarily a bridge designer but have some design and analysis capabilities. Routine testing by Testing Engineer - special fracture mechanics testing by Materials Research Laboratory and Lehigh.

Item weight 8 x Sum points $\frac{13}{3}$ = Rating 35

	Rating				
	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
6. Engineering projects:					
a. Stiffened tied arch				X	
b. Steel bridges				X	
c. Other bridges				X	
d. Steel frame building				X	
e. Other building				X	
f. Other steel construction				X	
g. Steel failure analysis					X
h. Structural Maint. Inspect.				X	
i.					
j.					
k.					

Comments: Background data suggests general structural analyses.
Not many specific examples.

Item weight 6 x Sum points $\frac{33}{8}$ = Rating 25

7. Equal Opportunity Employer:			X		

Comments: Very brief undocumented statement.

Item weight 1 x Sum points 3 = Rating 3

8. Affirmative Action Program:			X		

Comments: Very brief undocumented statement.

Item weight 1 x Sum points 3 = Rating 3

Rating

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
9. Statement of Offer: (Responsibility for items of work)				X	

Comments:

Responsibility for work items identified.

Item weight 4 x Sum points 4 = Rating 16

10. Understanding of task:					X

Comments: Bresler visited Bridge Office Salem, did not look at structure. Preassumes that many of cracks seen now were built into structure. This determination is part of reason for study. Numerous failure studies, but not of this magnitude.

Item weight 10 x Sum points 5 = Rating 50

11. Thoroughness of proposal:				X	

Comments: Proposal is thorough. Will use UT most, but backup with RT, MT, PT as needed. Will correlate actual strains with calc. strains. Supplement stress analyses as necessary.

Item weight 8 x Sum points 4 = Rating 32

12. Organization of proposal:				X	

Comments: Organization of proposal is satisfactory. Perhaps tolerable flaws not determined until August or later? (P 13) Needs higher priority.

Item weight 4 x Sum points 4 = Rating 16

Rating

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
13. Cost relationship: (Documentation & breakdown)				X	

Comments:

Data on hourly charges by WJE personnel. No data on relative cost of activities, overhead. Information on hourly costs of testing technicians, cost of NY UT testing.

Item weight 6 x Sum Points 4 = Rating 24

14. Details of Study:

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
a. Identify FC members				X	
b. Examination of structure				X	
c. Strain gaging					X
d. Detail modification					X
e. Repair methods					X
f. Maintenance program					X
g. Identify defects				X	
h. Nondestructive testing					X
i. Sampling					X
j. Testing of material					X
k. Evaluation of material					X
l. Examine design data				X	
m. Examine const. data				X	
n.					
o.					
p.					

Comments: Two-week visual inspection may not be long enough for detailed exam. Will get New York UT certification.

Item weight 10 x Sum points $\frac{60}{13}$ = Rating 46

Rating

	(0 Points) Unacceptable	(2 Points) Questionable	3 (Points) Fair	4 (Points) Good	(5 Points) Excellent
15. Special considerations:					
a. Acoustic Emission					
b. Plastic Model of PP 14					
c.					
d.					
e.					
f.					
g.					

Comments:

Item weight 0 x Sum points ______ = Rating ______

16. Summation:

Financial Resources	10
Ability to Meet Schedule	8
Personnel	48
Facilities	35
Engineering Projects	25
Equal Opportunity Employer	3
Affirmative Action Program	3
Statement of Offer	16
Understanding of Task	50
Thoroughness of Proposal	32
Organization of Proposal	16
Cost Relationship	24
Details of Study	46
Special Consideration	
Total Rating	316

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

Misc. C & A 6911

January 16, 1979

~~Wiss, Janney, Elstner~~
~~and Associates, Inc.~~
~~330 Pfingsten Road~~
~~Northbrook IL 60062~~

~~Attention Mr. John M. Hanson~~
~~Project Manager~~

NOTED
H. S. COULTER

Willamette River (Fremont) Bridge
Stadium Freeway (I-405)
Post-construction Evaluation Study
Consultant Agreement

Enclosed are three copies of the Consultant Agreement for the subject project. The agreement has been revised in accord with your letter of January 4 and your subsequent telephone conversations with Robert Ellison of this office.

If this agreement meets with your approval, please sign two copies on the signature page (page 25) and complete the appropriate portion of Exhibit C.

If changes are necessary, please mark them on one copy and return it to this office for correction.

After obtaining all signatures and approval necessary, we will notify you to proceed as required by Section VI-A.

ORIGINAL SIGNED
WALTER J. HART

Walter J. Hart
Structural Design Engineer

Enclosures

RWE:dh

cc H. S. Coulter
E. S. Hunter
D. H. Moehring
John Jenkins
Jack Sollis

RECEIVED
STATE HWY ENGR
JAN 17'79
REFER TO

FOR

Info	Inves	R/D	D/R	Sign	Act	File

2 B

[illegible]
C. W. Head
D. H. Moehring
E. S. Hunter
R. N. Bothman
W. J. Hart
E. L. Hardt
George Bell
Schroeder
John Wood
[illegible]

ROBERT W. STRAUB
GOVERNOR

Oregon State Highway Division

TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: January 15, 1979

TO: Oregon Transportation Commission

FROM:
H. S. Coulter
State Highway Engineer

SUBJECT: Consultant Agreement
Post-construction Evaluation Study
Fremont Bridge

The Fremont Bridge (Main River Spans) across the Willamette River on I-405 was built in 1969 at a cost of $28 million. Construction cost today would be about $62 million. The Federal Highway Administration has alerted us that some steel structures built at about the same time in other areas of the country have been found to contain problems related to welded connections.

The Federal Highway Administration has encouraged the State to undertake a postconstruction evaluation study to insure that the Fremont Bridge does not contain similar problems. The State does not have either the personnel and expertise required to make such an in-depth study or the nondestructive testing, recording, or analysis equipment required. Thus, the services of a consultant are necessary.

The study will result in procedures for the modification of any structural details which may be identified as current problem areas. It will also provide an ongoing systematic maintenance and surveillance plan which will allow timely detection and correction of any details which may develop future need for modification.

The cost of the consultant's work is not to exceed $331,300 without prior apporoval by the State. The estimated cost of support by State Forces, including monitoring of the consultant's progress, limited testing, traffic control, etc., is $80,685 for a total project cost of $411,985. The project is eligible for federal-aid Interstate funds and has tentative verbal approval from the Federal Highway Administration.

The expenditure of these funds to make certain that the Fremont Bridge continues to provide safe service for the motoring public is insurance money well spent.

I request approval of the consultant agreement between the State and Wiss, Janney, Elstner & Associates, Inc. (Consultant) for performance of the required study and authority to sign the agreement for and on your behalf.

9153

STATE OF OREGON

INTEROFFICE MEMO

TO: Mr. V. E. Skoog
Highway Controller

DATE: January 12, 1979

SUBJECT:
Willamette River (I-405) Bridge
Fremont Bridge Superstructure
Post-construction Evaluation
Consultant Agreement

ORIGINAL SIGNED
R.W. ELLISON

FROM: R. W. Ellison
Assistant Structural
Design Engineer

Attached is a copy of our proposed Consultant Agreement for a post-construction evaluation of the subject structure. It will engage Wiss, Janney, Elstner and Associates, Inc. for the study which will require twelve months to complete.

Total consultants cost will not exceed $331,300 without prior written approval by the State.

Please make a pre-award evaluation of this agreement.

RWE:dh
Attachment

cc H. S. Coulter
E. S. Hunter
D. H. Moehring

RECEIVED
STATE HWY ENGR
JAN 12'79
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

NOTED
H.S.COULTER

1752

Form FHWA 121 (Rev. 5-73)

UNITED STATES GOVERNMENT

Memorandum

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
Salem, Oregon

DATE: December 21, 1978

In reply refer to: HBR-OR

SUBJECT: Oregon Project I-405-8(34)303
Post Construction Inspection and Evaluation
Consultant Selection

FROM : H. A. Schell, Division Bridge Engineer

NOTED
E. S. HUNTER

TO : Mr. G. L. Green, Division Administrator

The State requested us to participate along with the Region and Washington offices in the consultant selection for the above project. This request was prompted due to the unique nature of the work involved in the post-construction review. Our Washington office Bridge Section had extensive input into the process but was unable to appear in person as a committee member because of extensive travel costs. They, therefore, were not able to participate in the telephonic inquiries and the objective discussions which guided our selection. Those participating in the selection were Ed Hunter, Chairman; Walt Hart, Chief Structural Engineer; John Jenkins, Chief Materials Engineer; Herb Schell, FHWA Bridge Engineer.

This project will be a complex one involving many disciplines in structural steel bridges (experts in field inspection, testing, metallurgy, welding, and structural analysis). The Committee made inquiries throughout the nation to some of the key experts proposed and others knowledgeable about the background of these key people. (Please note the data gathering process took place and was completed within one week.) All the information was discussed and transferred back and forth among the committee members in a timely manner and a selection was made considering this input and the proposals. I feel those of us participating (including the Washington office) had some expertise in all disciplines involved and the selection brought to bear this knowledge.

Weiss, Janney, Elstner, & Associates, Inc. was selected by the Committee.

The State should be commended for the professional approach they used in this selection process.

HASchell
H. A. Schell

12-29-78

RECEIVED
TECHNICAL SERVICES
DEC 2 '78
REFER TO
FOR

Info	Inves	R/D	D/R	Sign	Act	File

December 8, 1978

Wiss, Janney, Elstner & Associates, Inc.
Consulting & Research Engineers
330 Pfingsten Road
Northbrook, Illinois 60062

Gentlemen:

The Consultant Selection Committee has completed review of the proposals submitted for the post-construction evaluation of the Fremont Bridge.

It is my pleasure to advise you that your firm was selected for this study.

Our project manager will be Walter Hart, Structural Engineer. He will be in charge of the project and the negotiations for the contract. I would expect that he will be in contact with you by telephone before you have received this letter to make arrangements to proceed with the negotiation.

Very truly yours,

E. S. Hunter
Technical Services Engineer

ESH:ja

bc Glen Green
F. B. Klaboe
R. N. Bothman
E. L. Hardt
Walt Hart
John Jenkins
John Howard

November 16, 1978

Mr. Glen L. Green
Division Administrator
Federal Highway Administration
P. O. Box 300
Salem, OR 97308

Dear Sir:

Consultant Selection
Fremont Bridge Post-construction Study

The Oregon Department of Transportation received replies from seven consulting firms who expressed an interest in performing the post-construction study of the Fremont Bridge. A screening committee composed of Mr. Jenkins, Materials Engineer; Mr. Hart, Structural Design Engineer; and Mr. Schell of the Federal Highway Administration, selected four firms to submit formal detailed proposals for the work. Those proposals are due on November 27, 1978.

The consultant selected to undertake this assignment will have to call upon specialists in a number of diverse technical areas. The Consultant Selection Committee should reflect that same diversity of experience. To that end, I would request the services of Mr. Schell of your office and the services of the appropriate technical expert from your Washington, D.C. staff to sit as members of the Consultant Selection Committee. I will chair that committee with Mr. Jenkins and Mr. Hart also as members.

The decision on whether oral presentations before the assembled committee will be required will be made after the formal proposals are received and evaluated. The presentation before the Committee, if found necessary, would be held in the small conference room of the Transportation Building during the week of December 4, 1978.

Very truly yours,

E. S. Hunter
Technical Services Engineer

bc F. B. Klaboe
Walt Hart
John Jenkins
E. L. Hardt
John Howard

WJH:dh ja

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

MATERIALS SECTION
SALEM, OREGON 97310 Rec'd 11-7-78

By letter dated October 6, 1978, the Oregon State Department of Transportation invited your expression of interest providing consulting services in a study of the Fremont bridge. The letter was signed by E. S. Hunter and accompanying it were reports and drawings.

One of those reports prepared by John C. Jenkins contained black and white reproductions of colored pictures which were not available at the time the mailing was prepared. Colored prints of the pictures in that report are enclosed. The number on the back of the print corresponds with the number of the picture in the report. If you are interested, you may attach the prints in the appropriate place in the report.

Sincerely,

JOHN C. JENKINS
Engineer of Materials & Research

JCJ:gs

cc: F. B. Klaboe
R. N. Bothman
E. J. Hardt
J. H. Versteeg
W. J. Hart

ROUTING SLIP	Date:

DEPARTMENT OF TRANSPORTATIO[illegible]

Director
Chief of Operations
Asst. Dir.-Administration
Asst. Dir.-Transportation Policy & Program Develop.
Accounting (Highway)
Administrative Services
Chief Counsel
Commission Services
Computer Center (Lane Ave.)
Construction
Data Processing (Transp. Bldg.)
Employee Development
Engineering (Design)
Environmental
Equipment Shops & Storeroom
Finance (DOT)
FHWA

[✓ General Files]
General Services (DOT)
Information Systems (Lane Ave.)
Labor Relations
Landscape
Library
Location
Mail Room
Maintenance
Materials & Research
Motor Vehicles
Organization & Manpower Services
Parks & Recreation
Permits & Weighmaster
Personnel Operations
Photocopy
Proj. Mgmt. & Operations Planning

Public Affairs
Public Transit
Radio
Right of Way
Safety & Health Services
Sign Shop
State Highway Engineer
Structures
Technical Services Engineer
Traffic Support Services
Transportation Policy & Program Development
Travel Information
Utilities
Metropolitan
Region Number ______
District Number ______

ATTENTION: Phyllis

FROM: John Jenkins

COMMENTS: the pictures you have are probably those referred to in this letter. The report is one that I wrote on 6/30/78 on cracks in Fremont H-stiffeners. In copy furnished

Form 731-0022 (1/78) Klabze & Gen File w/ 10/6/78 SP*70304-734 information sent to prospective consultants, the pictures were xeroxed.

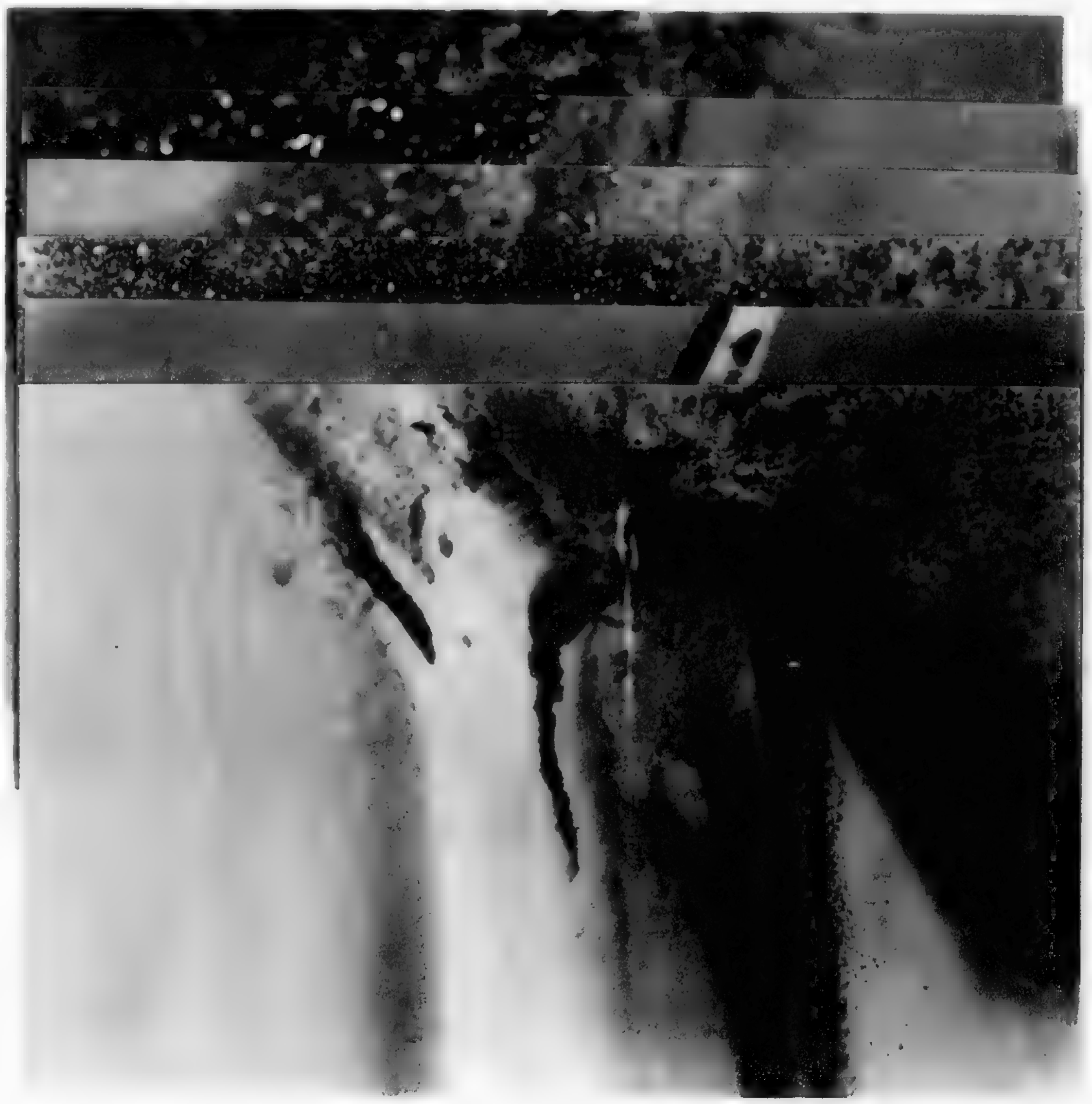
The following

Document(s)

are

Photographs

2



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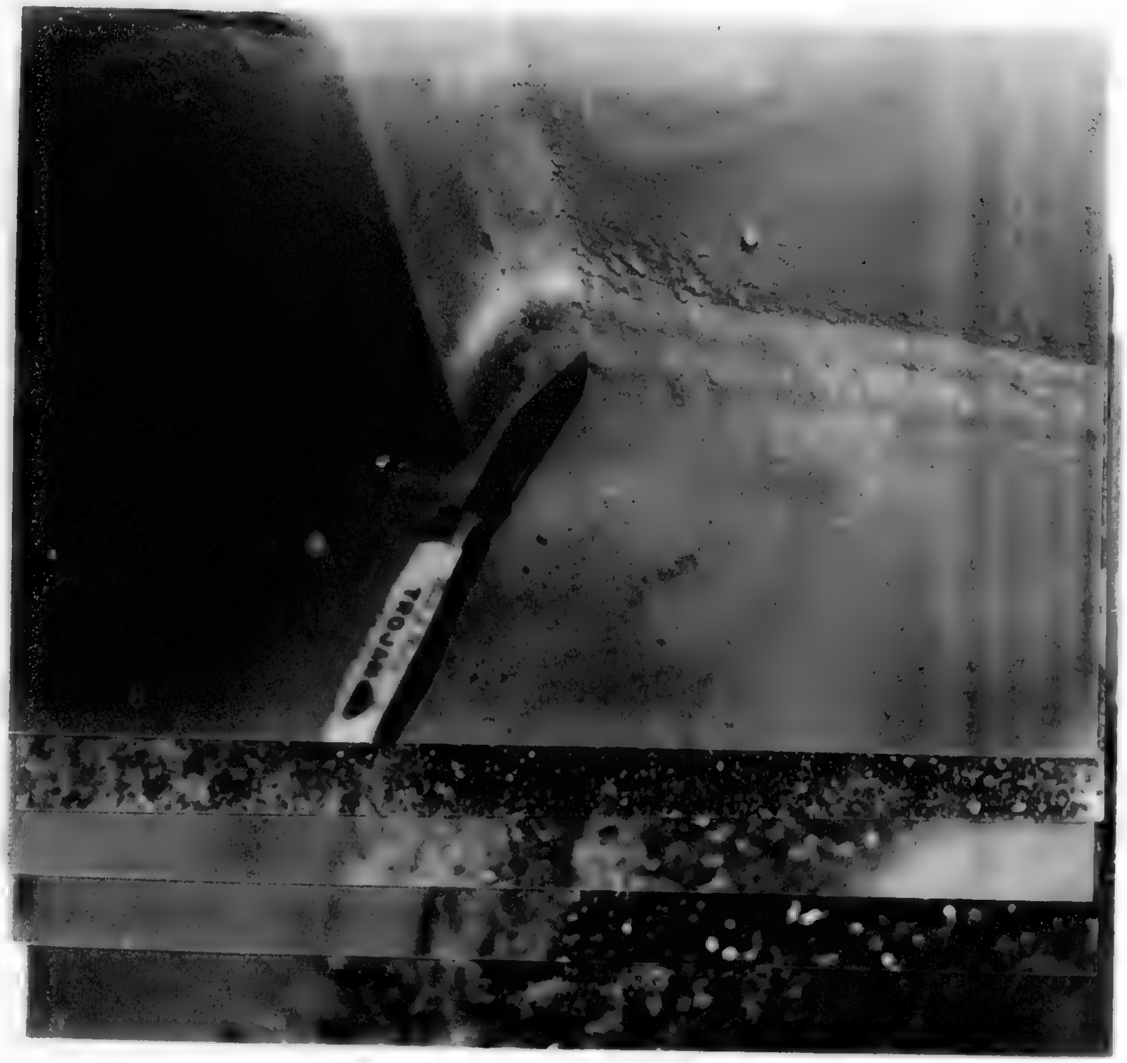

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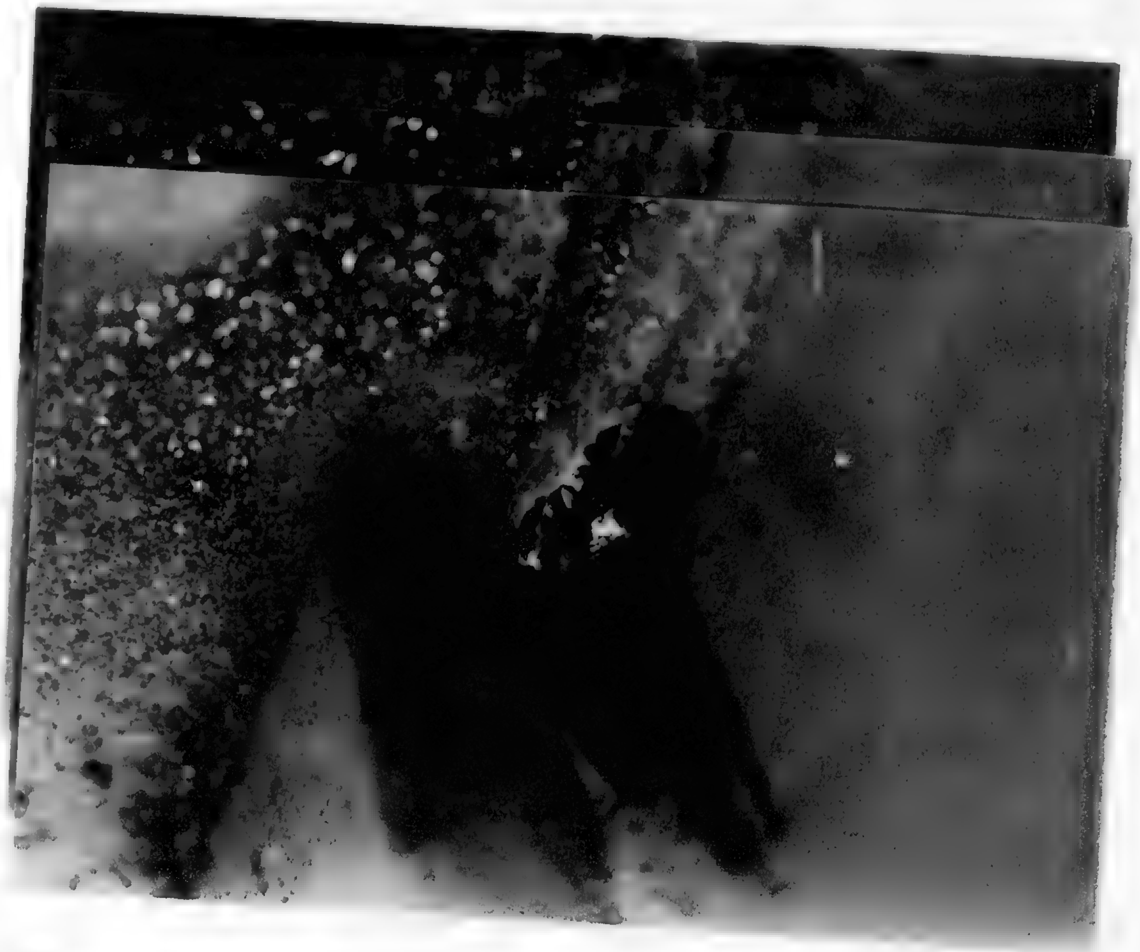

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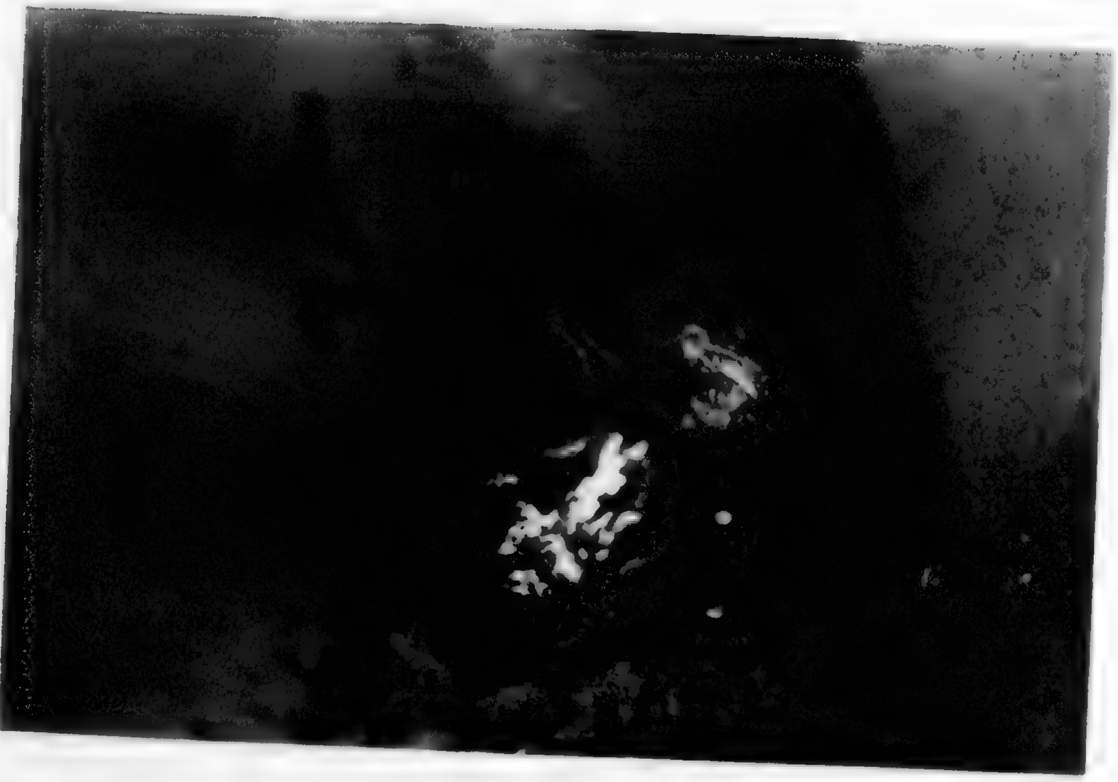


Wiss, Janney, Elstner and Associates, Inc.

CONSULTING AND RESEARCH ENGINEERS

(312) 272-7400

330 Pfingsten Road
Northbrook, Illinois 60062

WISS
JANNEY
ELSTNER
M. HANSON
FITZ SIMONS

BRESLER
E. COPELAND
A. HANSON
B. MONK
PERRINE
PRESTON

T. M. BROWN
O. E. CURTH
A. J. GOUWENS
O. C. GUEDELHOEFER
R. J. KRAUSE
P. W. LINEHAN
C. A. PETERSON
D. W. PFEIFER
S. G. PINJARKAR
J. L. RIMKUNAS
J. G. STOCKBRIDGE

October 24, 1978

Mr. E. S. Hunter
Technical Services Engineer
Department of Transportation
Transportation Building
Salem, Oregon 97310

Re: WJE No. 78646P

Dear Mr. Hunter:

We are pleased to respond to your letter of October 6, 1978 requesting an expression of interest in providing consulting services to the Oregon State Department of Transportation (OSDOT) for an examination and analysis of structural details associated with fracture critical members and components in the main structure of the Fremont Bridge.

Our firm has served as a structural consultant to the Department of Public Works of the City of Chicago since fractures were detected in the welded bents supporting the Dan Ryan Rapid Transit in January, 1978 (ENR January 19, 1978; March 16, 1978; June 15, 1978). We believe that this experience, along with other related experience briefly summarized in this letter, will qualify us to serve as your structural consultant.

Recognizing the difficulty of the problems described in the material which accompanied your letter, and the broad expertise that will be required, we have also talked to Drs. John W. Fisher and Alan W. Pense at Lehigh University in Bethlehem, Pennsylvania, Dr. Earl Parker at the University of California at Berkeley, and Dr. E. J. Ripling at Materials Research Laboratory, Inc. in suburban Chicago, who have agreed to serve us as consultants if we are selected for this investigation. Additional information relating to the services that these people will provide, as well as our key staff people, is subsequently discussed.

Your letter asked for statements in four areas.

OCT 25 '78
REFER TO
FOR

3:35 P.M.

Baybridge Office Plaza
5801 Christie Ave., Suite 551
Emeryville, CA 94608
(415) 428-2907

1408 Montgomery Avenue
Kensington, MD 20795
(301) 949-6040

Basic Techniques to be Used in the Study

In general terms, we anticipate proceeding with this work using the following techniques:

Technique	Comments
1. Review the stress conditions in the structure, with emphasis on the primary stress range as well as the potential for secondary deformation at critical details.	The performance of this work will require a period of time to become familiar with the structure and with previous analyses which may be available. Presumably it will be possible to work closely with OSDOT personnel in obtaining information on stress conditions. Unless particularly vital information is lacking, we would not undertake additional analyses until a later stage of the investigation. We consider the 1977 AISC publication entitled "Bridge Fatigue Guide" to be a particularly valuable reference for selecting critical details.
2. Develop and conduct a field investigation to measure both the level of dead load stress and stress range at selected critical details. Also perform sufficient nondestructive testing to estimate size of defects in and adjacent to welds.	This work will provide insight into behavior of the structure, either confirming previous analyses or showing where further analysis is needed. It will also be of paramount importance in determining the criticality of defects in the fracture critical members. Existing dead load stresses can be measured by using a "blind hole" drilling procedure. Stress range can be measured using strain gages mounted at selected locations and recorded continuously for short intervals and also periodically. Ultrasonic testing is expected to be of value in examining the groove welds in main plate elements. However, it has been our experience that visual inspection plus grinding and application of dye penetrant is necessary to examine most connecting fillet welds.

Technique	Comments
3. Obtain information on the physical characteristics of the steels in the structure, particularly Charpy V-notch and compact tension test data, for determining their toughnesses and the critical stress intensity factors. Also remove a limited number of pieces of the structure where fatigue cracking is suspected, for laboratory examination.	Use will be made of existing information,but it is likely that a substantial amount of laboratory testing on samples obtained from the structure will be required. This information will make it possible to determine the critical stress level and size of defect which, at a selected temperature and rate of loading, could potentially cause fracture. If fatigue cracks are found and the surrounding material can be removed, microscopic examination will provide information on the origin of the cracks and their rate of growth.
4. Develop procedures for retrofitting the structure that will either eliminate critical defects or make the defects harmless.	Experience with other structures has indicated that drilling holes at carefully selected locations is an expedient way of minimizing the effect of defects at critical locations. Alternative methods which may have value include re-melting, or excavation and re-welding. Otherwise some form of external reinforcement may be required. It is expected that a repair must be "tailored" to the critical details.
5. Establish a surveillance program that will preclude the possibility of growth of fatigue cracking to a size that could cause fracture.	Information developed up to this point will form the basis for establishing a surveillance program. Statistical considerations of the size and distribution of cracks or defects may be important. Techniques for proof loading critical locations may also be of value. Acoustical emission technology for monitoring crack propagation developed under FHWA sponsored research should also be considered as a surveillance technique.

Key Staff and Management Personnel

If we are selected as your consultant, the overall responsibility for our services will be assigned to Dr. John M. Hanson. Dr. Hanson is currently in charge of services we are providing to the City of Chicago with regard to the Dan Ryan Rapid Transit. He previously was in charge of our investigation of a lamellar tearing and fracture problem that occurred in the construction of a new headquarters building for Sentry Insurance in Stevens Point, Wisconsin. He has been responsible for many of the more than 1000 structural investigations undertaken by WJE in the past five years, and currently oversees all of the technical activities of the firm in his role as Vice President of Operations.

Mr. Boris Bresler will also be assigned major responsibility for this investigation in the areas of structural and failure analysis. Mr. Bresler, before establishing WJE's office in California last year, was a Professor of Civil Engineering at the University of California at Berkeley. He has served as a consultant to the Port Authority of New York and New Jersey on fractures of heavy steel plate columns in the World Trade Center buildings.

WJE staff member Dr. William C. Hansell will be a key member of the project team. Before joining WJE, Dr. Hansell was employed by Bethlehem Steel Corporation. He has been very active on a number of professional committees concerned with fracture problems. These activities included an American Iron and Steel Institute (AISI) Task Force on Highly Restrained Welded Joints which initiated and supervised lamellar tearing studies at Lehigh University, and an AISI Engineering Subcommittee on Structural Shapes and Plates which initiated and supervised projects on the effects of discontinuities in steel structures and on toughness criteria for bridge steels. The latter study provided much of the information used to establish the recently adopted AASHTO toughness criteria.

WJE principals Jack Janney and Dick Elstner have also had considerable experience with fracture problems, and will be available for consultation. Mr. Janney is presently in charge of our investigation of lamellar tearing fractures of steel box girders in the El Paso Civic Center. Mr. Elstner conducted an investigation of fractures of A36 steel beams that occurred in a Fort Howard Paper Co. facility in Wisconsin. He also investigated brittle fractures of dock cranes at the Sea-Land Facility in Elizabeth, New Jersey.

Resumes of our key staff people are attached to this letter. Dr. Hanson recently collaborated with Dr. Fisher and Messrs. Andrew Lally of AISC and Charles Scheffey of FHWA in the preparation of an article entitled "Fractures - Problem for Welded Steel Bridges" that appeared in the April 1978 issue of Civil Engineering magazine. A copy of this article is attached following the resumes.

WJE's broadest area of experience is in field instrumentation and testing of structures. We are currently engaged in an assignment for Dalton Dalton and Newport investigating the condition of the steel arch Lorain Bridge in Cleveland, Ohio. This investigation has included measurement of both dead and live load stresses. On another current assignment for Alfred Benesch and Co., we are investigating stress ranges in tension eye bars of a steel railroad bridge over the Missouri River.

A brochure describing WJE's testing capabilities and also a reprint from the April 20, 1972 issue of Engineering News Record providing background information about our firm is attached.

Qualifications, Tasks and Responsibilities of Subcontractors

As previously noted, we have received permission from several noted authorities to indicate their willingness to assist us in this investigation. Although their available time is limited, they will provide consultation in their respective areas, as follows:

Lehigh University	
Dr. John W. Fisher	Failure analysis and fracture mechanics
Dr. Alan W. Pense	Metallurgy and welding engineering
University of California at Berkeley	
Dr. Earl Parker	Metallurgy

In addition, Materials Research Laboratory, Inc. (MRL) of Glenwood, Illinois will perform any physical tests of the steel that may be required. Dr. Edward J. Ripling, President of MRL, has extensive industrial as well a structural experience in the fracture mechanics area, and his well-equipped laboratory is able to perform any of the tests that may be needed to develop fracture toughness information on the steels. Dr. Ripling's resume and background information on MRL are also attached to this letter.

We have also briefly discussed this project with Mr. Phil Hutton, Project Manager of the NDT Section at Battelle Northwest Laboratories in Richland, Washington. As part of a FHWA sponsored research project, they developed an acoustical emission technique for monitoring crack propagation. Mr. Hutton has tentatively agreed to assist in applying this recently developed technology to the Fremont Bridge if it is considered appropriate.

References and Samples of Previous Work

Please feel free to contact any of the following people for their expression of our ability to do the required work:

Mr. Robert Belfi (215) 686-4449
Director of Architectural Engineering
City of Philadelphia
15th & John F. Kennedy Blvd.
Philadelphia, PA 19107

Mr. Eugene J. Fasullo (212) 466-7213
Port Authority of New York & New Jersey
One World Trade Center
New York, NY 10048

Mr. Gerry Good, Facility Manager (715) 346-6522
Sentry Insurance
1421 Strongs Ave.
Stevens Point, WI 54481

Mr. Louis Koncza, Chief Engineer (312) 744-3544
Department of Public Works
Bureau of Engineering
320 N. Clark Street, Room 700
Chicago, IL 60610

Mr. William McClurg, Chief Engineer (312) 294-4513
Chicago Park District
Burnham Park Admn. Bldg.
425 E. McFetridge Drive
Chicago, IL 60605

Mr. Harold Sandberg, President (312) 565-0450
Alfred Benesch and Co.
233 N. Michigan
Chicago, IL 60601

Mr. Charles F. Scheffey (202) 426-2943
Director of Office of Research
Federal Highway Administration - (HRS-1)
Washington, DC 20590

Mr. Howard Smith (202) 566-0820
Chief Safety Administration Branch
Office of Building Management, Room 4338
General Services Administration
18th & F Street NW
Washington, DC 20590

Mr. Marshall Suloway (312) 744-3600
Commissioner of Public Works
Room 406, City Hall
Chicago, IL 60602

We were a primary contributor to a report on the causes of the fractures that occurred in Chicago's Dan Ryan Rapid Transit. However, this report is currently under review by a Technical Committee that was established to determine the causes of the fractures and to recommend repairs, and will not be released for several weeks.

A separate copy of the report that was submitted to Sentry Insurance describing our investigation of the fracture problem in their building is enclosed. In this case, it was decided to repair the structure by adding gusset plates, and consequently the investigation was not carried into the fracture mechanics area.

We are also enclosing a separate copy of Volume I of a report that was submitted to the Southeastern Pennsylvania Transportation Authority entitled "Load Tests on the Frankford Elevated System". This investigation was conducted to obtain information intended to assist in the overall assessment of the performance and strength of the Elevated. The other volumes contain copies of test data and plots, and could be furnished if you so desire.

Your return of these two reports will be appreciated.

In closing, we would like to express our view that WJE has the technical, innovative, problem-solving capability that will serve the needs of the Oregon State Department of Transportation in addressing the problems with the Fremont Bridge. We are willing to work with your forces in any way that will reduce costs, and hope that we will have an opportunity to submit a formal proposal.

Very truly yours,

WISS, JANNEY, ELSTNER AND ASSOCIATES, INC.

Jack R Janney

Jack R. Janney
Chairman

JRJ:111
enc.

cc: J. W. Fisher
A. W. Pense
E. Parker
E. J. Ripling

ROBERT W. STRAUB
GOVERNOR

Department of Transportation

TRANSPORTATION BUILDING, SALEM, OREGON 97310

File cy

October 6, 1978

(SEE ATTACHED LIST)

bc F. B. Klaboe ✓
R. N. Bothman
Ed Hardt
J. H. Versteeg
Walt Hart
John Jenkins

Gentlemen:

The Oregon State Department of Transportation invites your expression of interest in providing consulting services for an examination and analysis of structural details associated with fracture critical members and components in the main structure of the Fremont Bridge in Portland. This letter does not solicit a formal, technical proposal. We are seeking the services of a qualified structural consultant, supplemented by expertise in the areas of metallurgy, welding engineering, nondestructive testing, failure analysis and fracture mechanics, to perform a detailed post-construction examination of critical areas of this structure.

The purpose of this study is to identify those structural or welding details which may need correction now and those which may cause trouble in the future. Recommendations for repair of defects will be required as part of the final report. Recommendations for an ongoing surveillance program for those details which may cause trouble in the future will also be a part of the final report. No actual repairs will be performed as a part of this project.

If your firm is interested in providing this service, please submit a brief statement of your qualifications. The summary of qualifications should include:

1. A description of the basic techniques to be used in the study.
2. A listing of the key staff and management personnel to be used in the study, including a description of qualifications and skills (i.e., resume's).
3. A list of basic qualifications, tasks, and responsibilities of any subcontractors who may be used in the study.

4. References of former clients and summaries or samples of previous work that demonstrates your firm's ability to do the study.

For your information only, a preliminary copy of the "Request for Proposal for a Post-construction Evaluation Study, Fremont Bridge" is enclosed. This enclosure contains general information about the structure and its problems and gives some feeling about the study and report that will be required from the consultant selected for this project.

As additional information, we are enclosing copies of selected drawings and specifications from the Fremont Bridge construction project. We also point out that the concepts of the enclosed fracture control plan for fracture critical structures, April 1978 draft, currently being reviewed by the Federal Highway Administration and American Association of State Highway and Transportation Officials, will guide this investigation. Also enclosed are copies of ultrasonic inspection reports and copies of photographic reports of known problems.

Your response to this request for expression of interest in undertaking this study should reach this office no later than 5 p.m., October 25, 1978. From those firms responding, the Consultant Selection Committee of the Department of Transportation will prepare a list of consultants who will be requested to submit a formal, detailed proposal for the work. All firms indicating an interest in the work will be notified by October 30, 1978 as to the decision of the Selection Committee.

Firms selected to present formal proposals should have their proposals in this office no later than 5 p.m., November 27, 1978. If interviews are required by the Consultant Selection Committee, they will be scheduled during the week of December 4, 1978.

The consultant selected will be notified by December 11, 1978 and will be expected to begin the study by January 1, 1979. All other firms responding with proposals will also be informed of the choice of the Consultant Selection Committee by December 11, 1978.

For further information, please call Walter J. Hart, Structural Design Engineer, Area Code 503, 378-6551 or John C. Jenkins, Engineer of Materials and Research, Area Code 503, 378-2621.

Sincerely,

E S Hunter

E. S. Hunter
Technical Services Engineer

Enc.

WJH:dh   ja

SAME LETTER SENT THE FOLLOWING

Envirodine Engineeers
222 W. Adams Street
Chicago, Illinois 60606

Peabody Professional Services, Inc.
Attn. William Luke, Vice President
and General Manager
7300 W. Lawrence
Chicago, Illinois 60656

Hardesty & Hanover
101 Park Avenue
New York, N.Y. 10017

Tudor Engineering Company
1401 Dexter Horton Building
710 Second Avenue
Seattle, Washington 98104

Ammann & Whitney
Two World Trade Center
New York, N.Y. 10048

Greiner Engineering Sciences, Inc.
P. O. Box 23646
Tampa, Florida 33623

Harza Engineering Company
150 South Wacker Drive
Chicago, Illinois 60606

Modjeski and Masters
P. O. Box 2345
Harrisburg, Pennsylvania 17105

Steinman, Boynton, Gronquist, Birdsall
150 Broadway
New York, N.Y. 10038

Sverdrup & Parcel and Associates, Inc.
P. O. Box 369
225 - 108th Avenue, N.E.
Bellevue, Washington 98009

Howard, Needles, Tammen and Bergendorf
201 Elliott West
Seattle, Washington 98119

Tibbetts-Abbett, McCarthy, Stratton
345 Park Avenue
New York, N.Y. 10022

Richardson, Gordon and Associates
3 Gateway Center
Pittsburg, Pennsylvania 15222

Earl and Wright Consulting Engineers
657 Howard
San Francisco, California 94105

Wiss, Janney, Elstner & Associates, Inc.
330 Pfingsten Road
Northbrook, Illinois 60062

STATE OF OREGON

INTEROFFICE MEMO

TO: Memo to the File

DATE: October 4, 1978

SUBJECT:

Fremont Bridge Superstructure
Bridge 2529
Examination of Arch to Tie Girder Fillet
Welds at Panel Point 14

Gary C. Teeter

FROM: Gary C. Teeter

Attached are comments and photographs of the inspection of the fillet welds connecting the top of the arch web to the tie girder web and bottom flange at the northeast Panel Point 14.

These welds correspond to those in the southeast corner discussed in the Memo to the File dated August 17, 1978. Reference should be made to the August 17 memo for applicable structural details and comments.

GCT:dh

Attachment - Photographs with comments

cc H. A. Schell /w/ attach.
John Jenkins /w/ attach.

Attachment to Memo to the File
October 4, 1978
Fremont Bridge Superstructure
Bridge 2529

Figures 1 through 9 show the inspection of the bottom end of the fillet weld attaching the north arch web to the tie girder web and bottom flange.

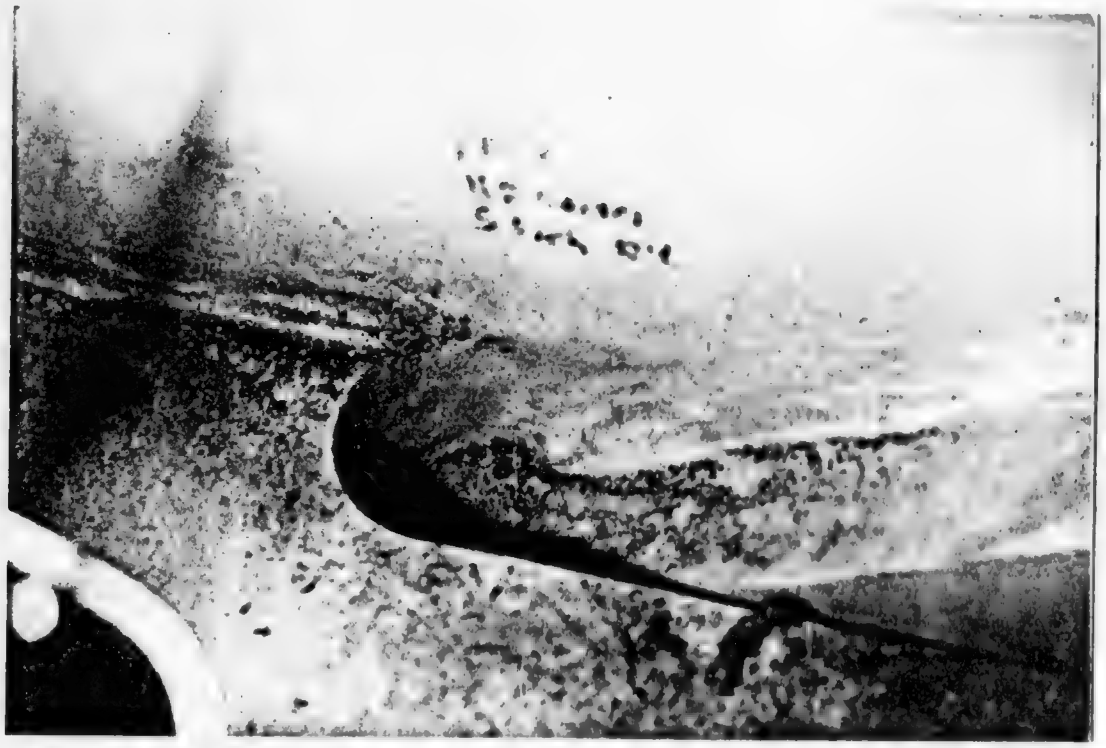


Fig. 1
This photograph shows the area inspected before grinding was started. No cracks or other signs of distress were visible.

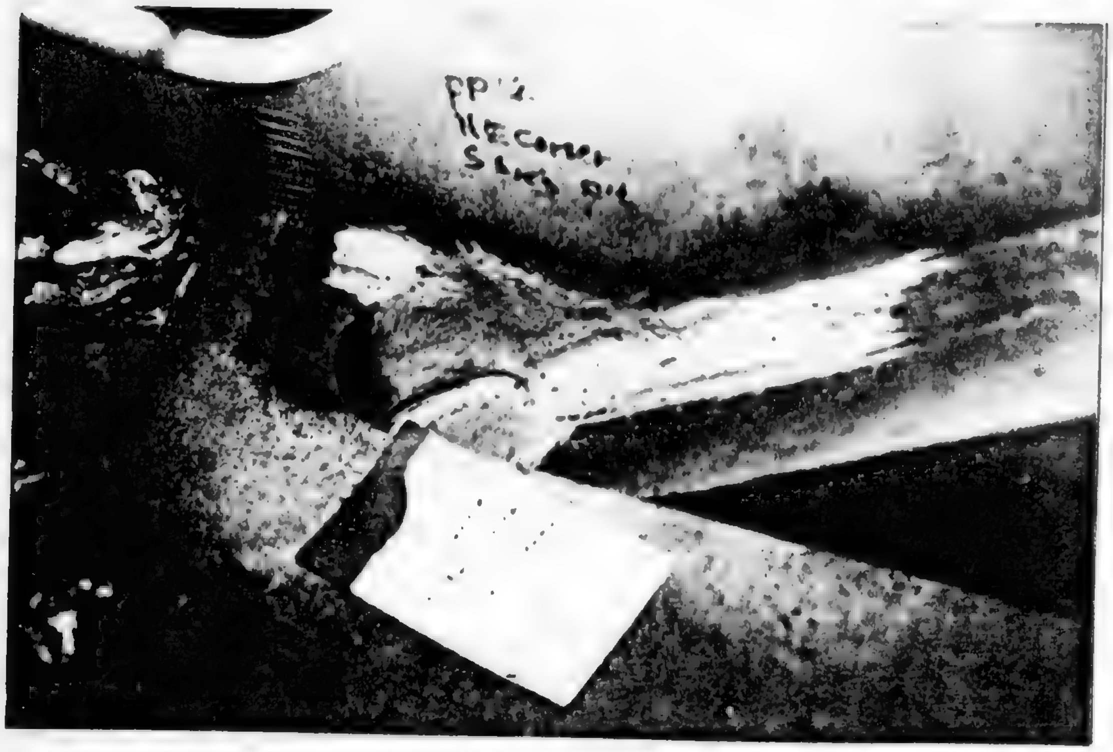


Fig. 2
This photograph shows the area after initial grinding to remov paint and smooth the surface fo dye penetrant inspection. Some cracking can be seen at the end of the weld and at the faying surface between the tie girder web and bottom flange.

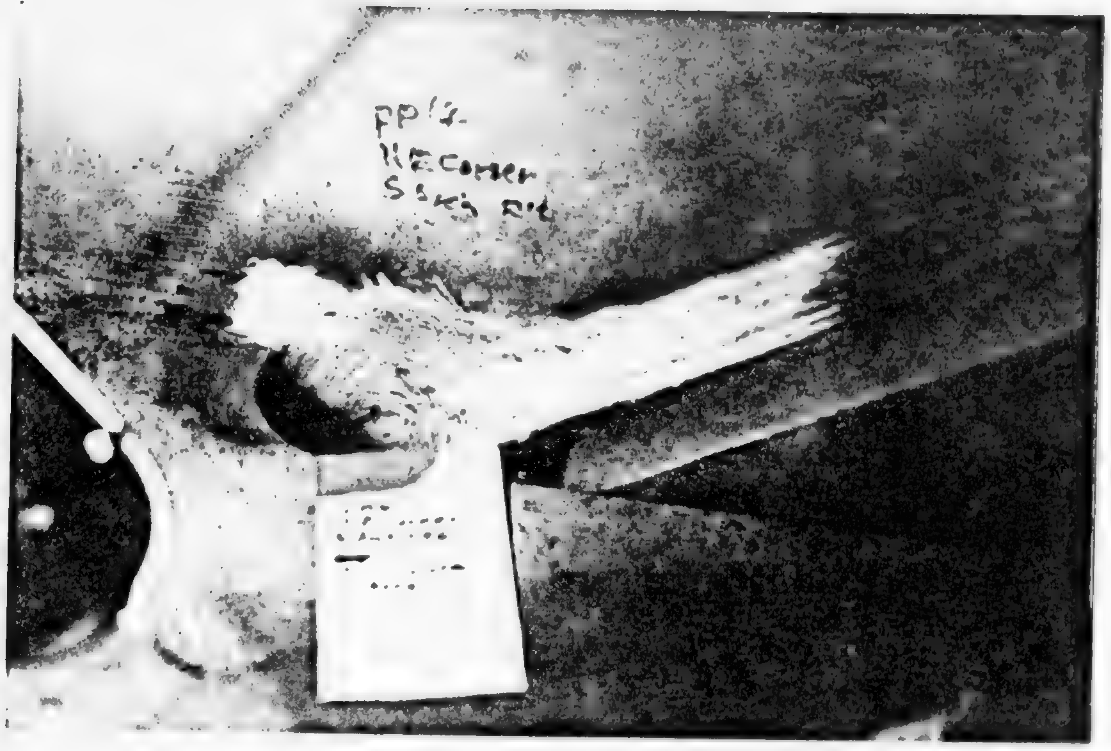


Fig. 3
This photograph shows the area after more grinding on areas showing cracking.

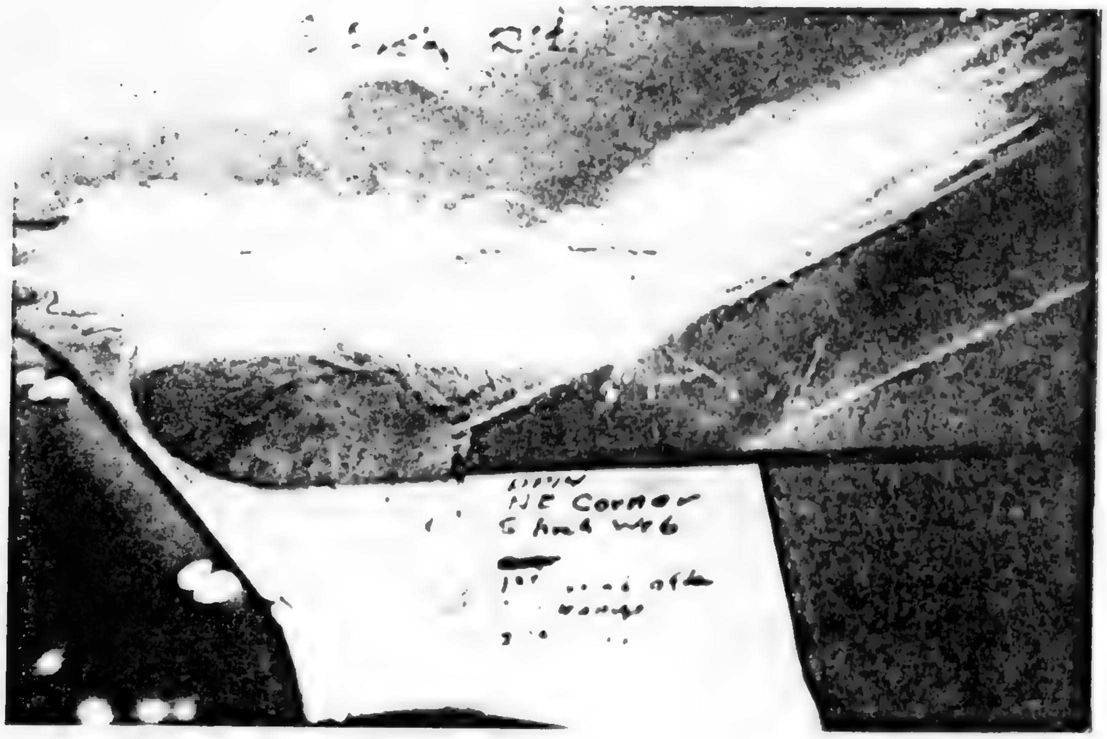


Fig. 4
This photograph shows the area after more grinding. Note area of porosity at bottom of weld.

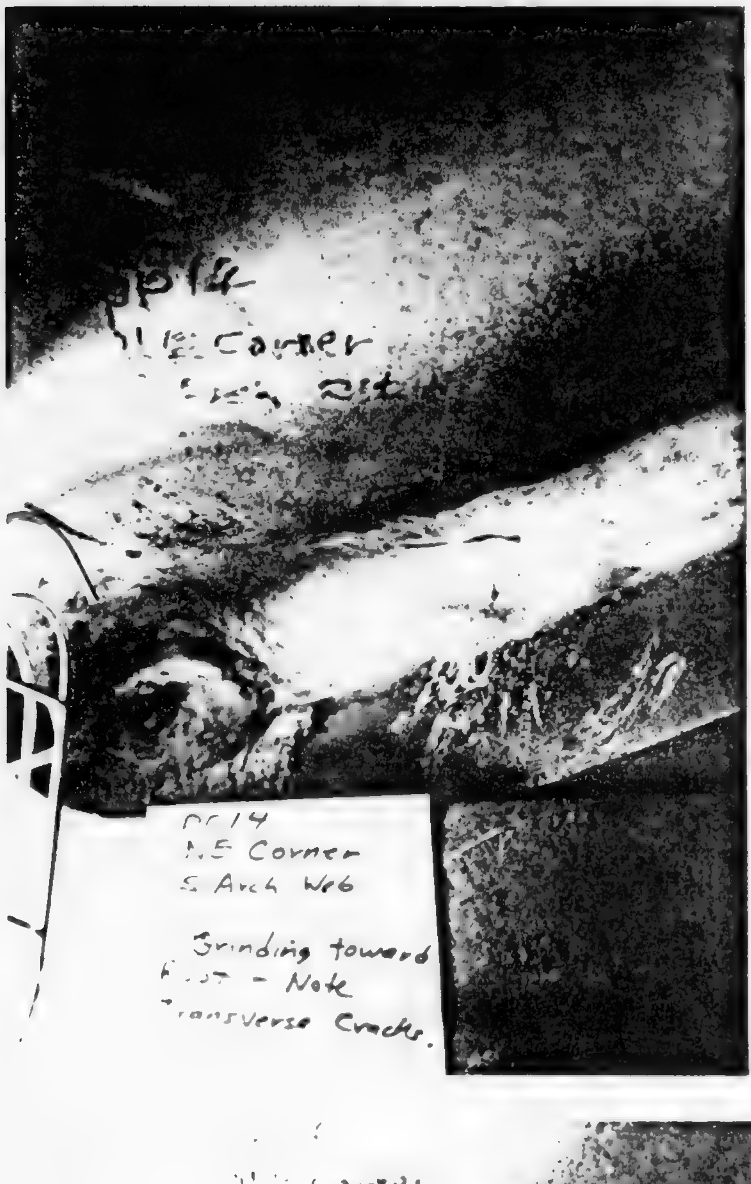

PP14
N.E Corner
S. Arch Web
Grinding toward
East - Note
Transverse Cracks.

Fig. 5
This photograph shows the pocket being excavated through the weld at the faying surface between the web and bottom flange of the tie girder. Note the transverse cracks in the pocket.

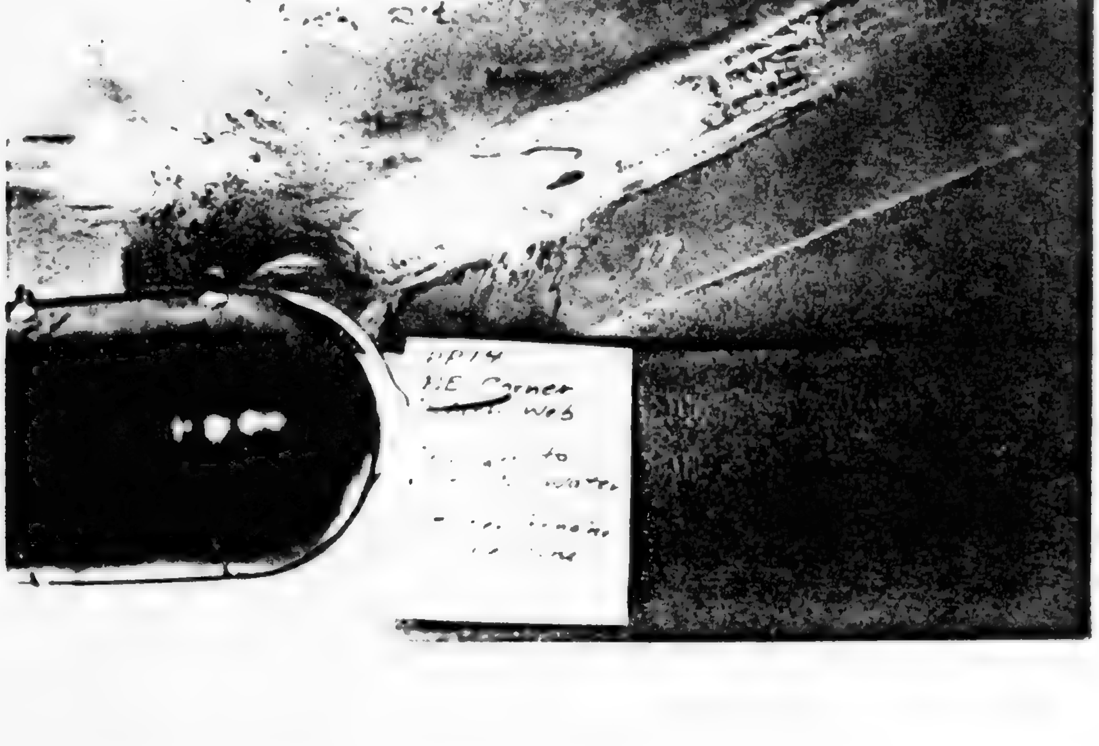

PP14
N.E Corner
Web

Fig. 6
This photograph shows the pocket aftermore excavation. The heavy bleeding in the bottom of the excavation is the faying surface between th arch web and the bottom flang of the tie girder. No water was found behind the arch web

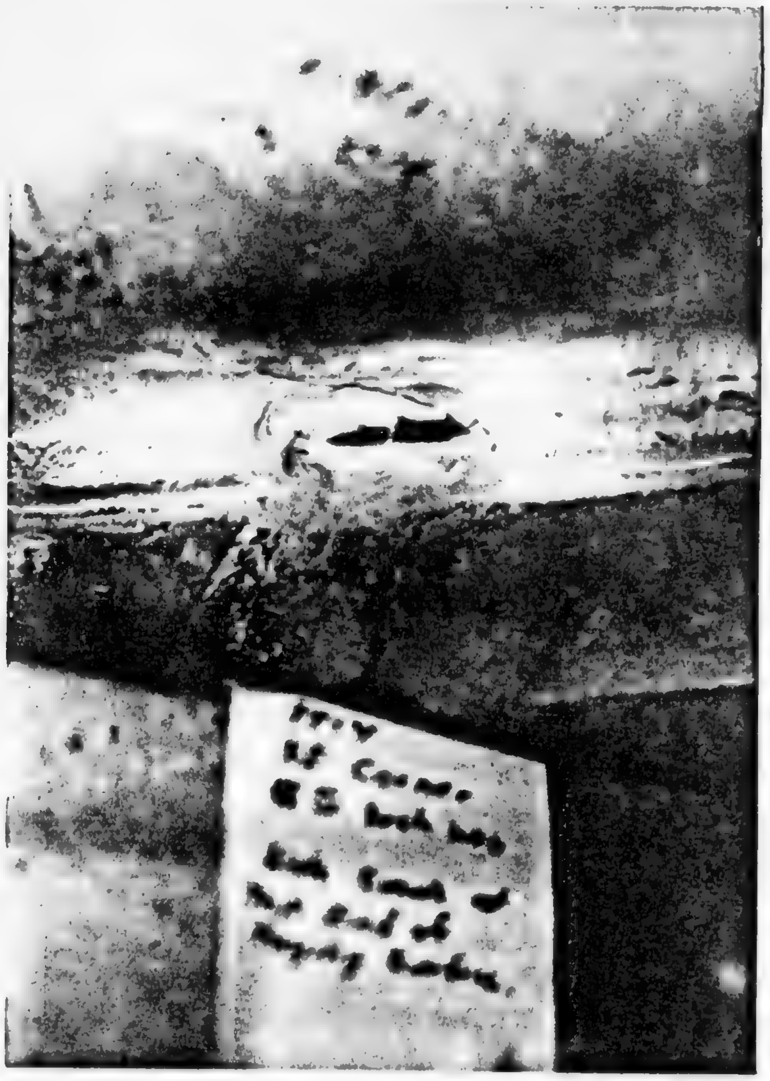


Fig. 7
This photograph shows the intersection of the faying surfaces between the arch web, tie girder web, and tie girder bottom flange. Note the arch crack into the weld from the intersection point.

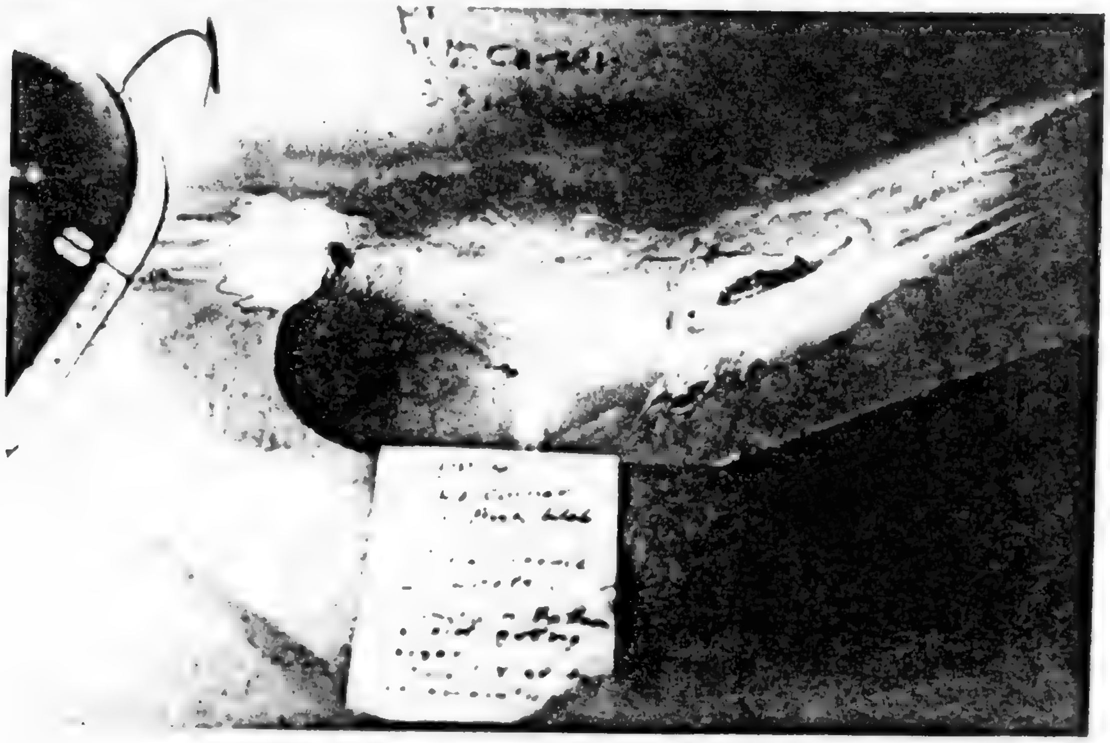


Fig. 8
This photograph shows the joint as it was left after inspection. Some small forked cracking still exists at the top of the excavation. Cracking in the bottom of the slot in the tie grider is getting larger as grinding goes deeper.

Figures 9 through 21 show the inspection of the end of the fillet weld between the north arch rib and the tie grider web and bottom flange.

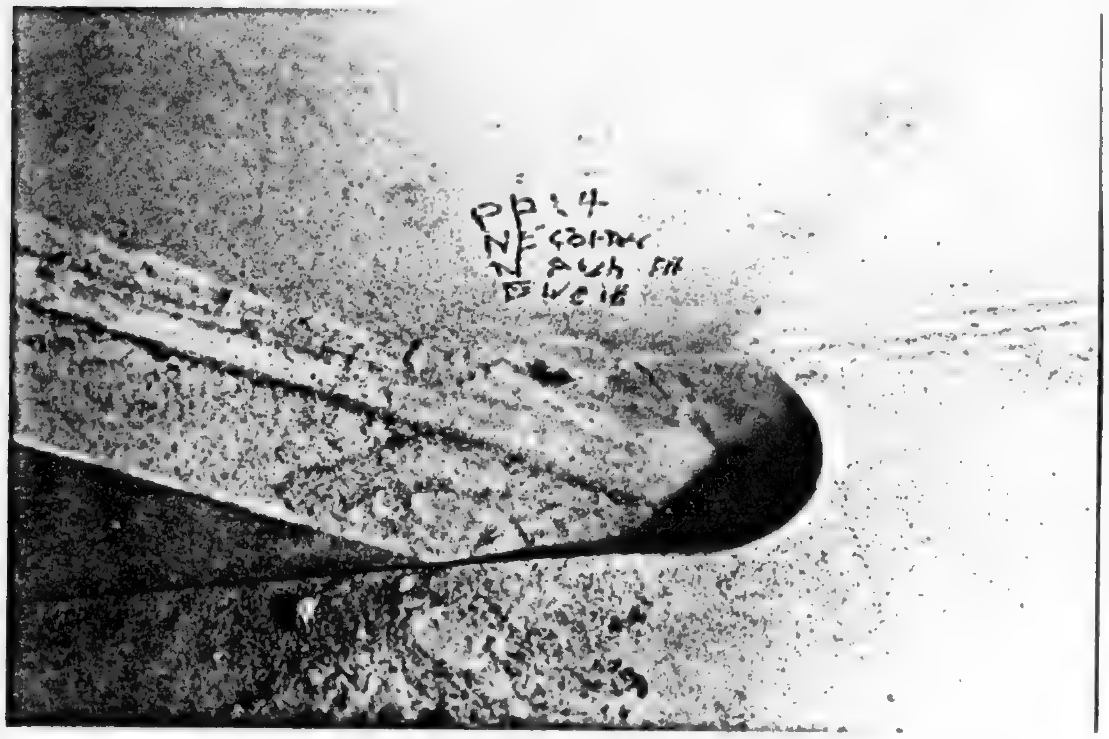

PP 14
NE Corner
N Arch Rib
Weld

Fig. 9
This photograph shows the end of the fillet weld before grinding was started.

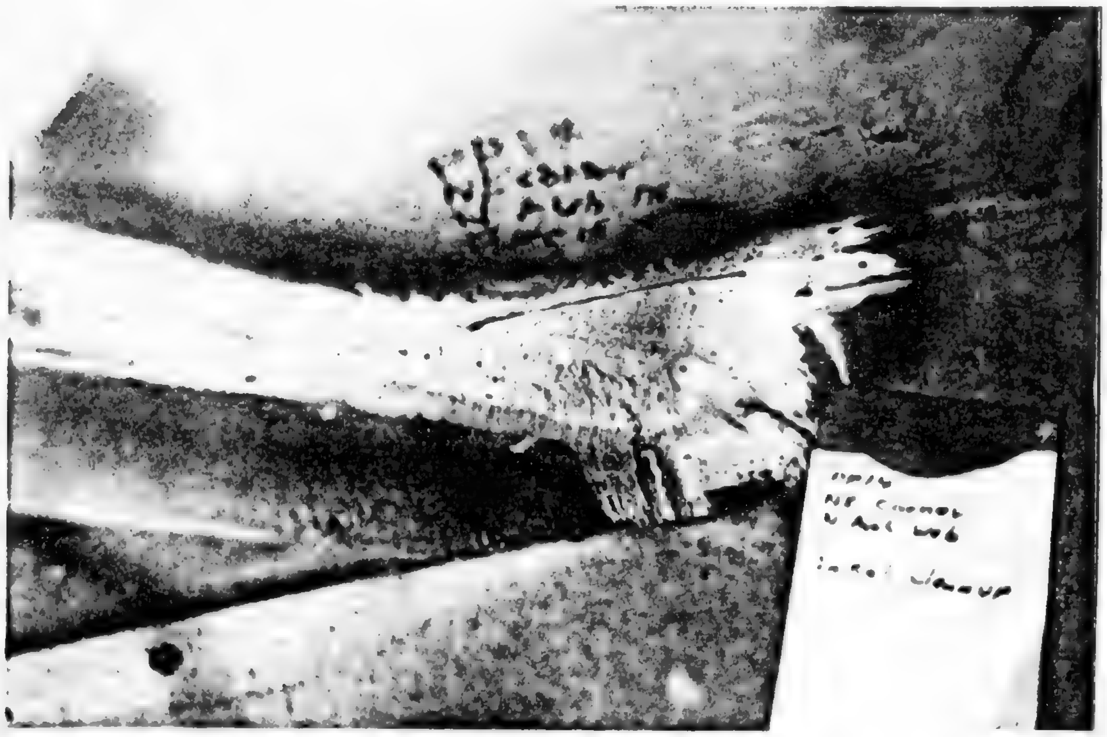

PP 14
NE Corner
N Arch Rib
PP14
NE Corner
N Arch Web
Initial Cleanup

Fig. 10
This photograph shows the area after initial cleanup to remove paint and smooth the surface. Note cracking at the tip of the faying surface between the web and bottom flange of the tie girder.

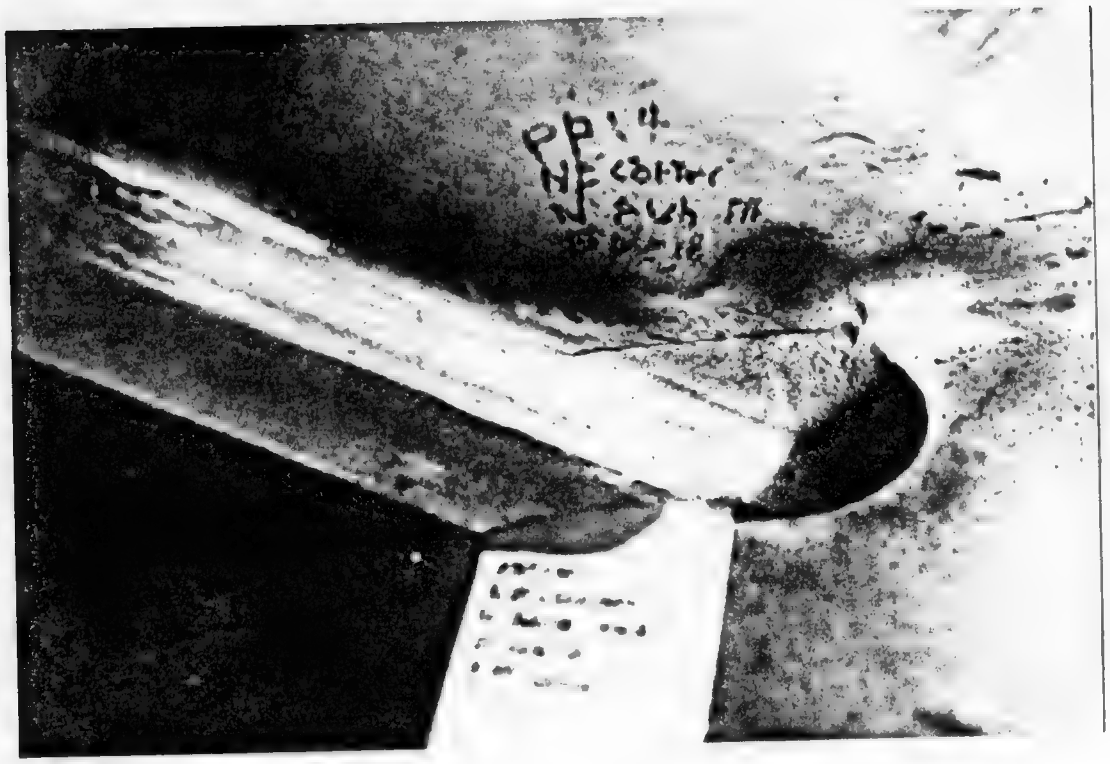

PP14
NE Corner
N Sub m

Fig. 11
This photograph shows the detail after more grinding.

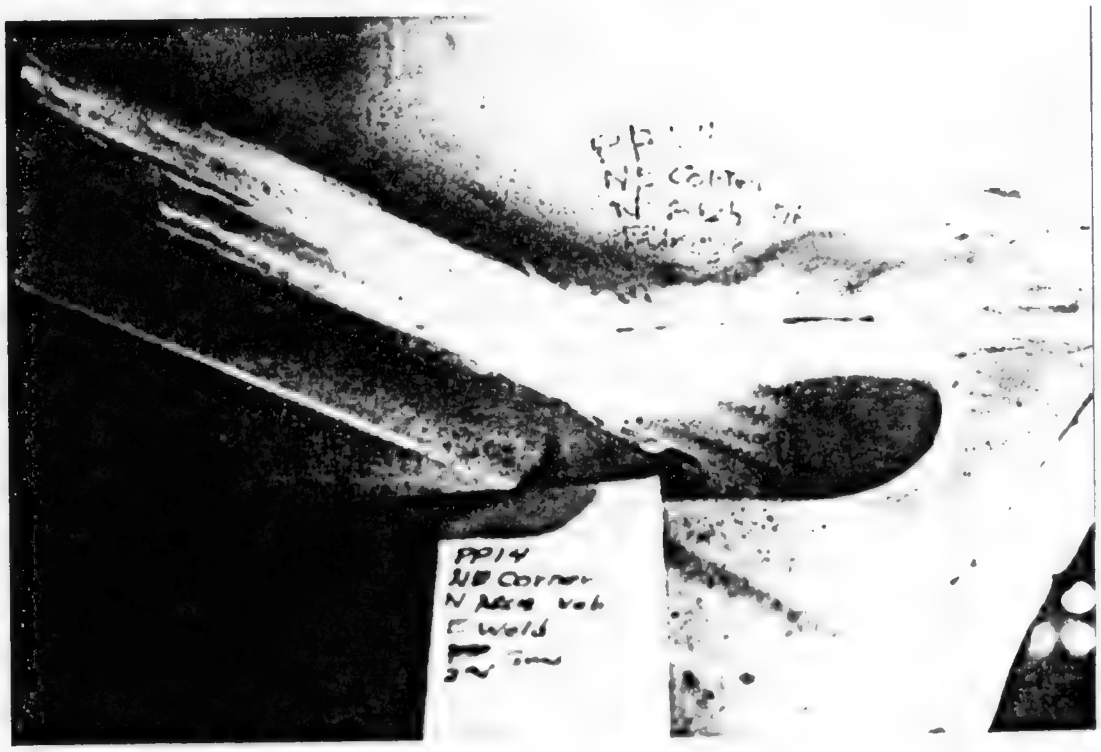

PP14
NE Corner
N
E Weld

Fig. 12
This photograph shows the detail after more grinding. No
that the crack at the tip of the faying surface is turning in the direction of the fayin
surface.

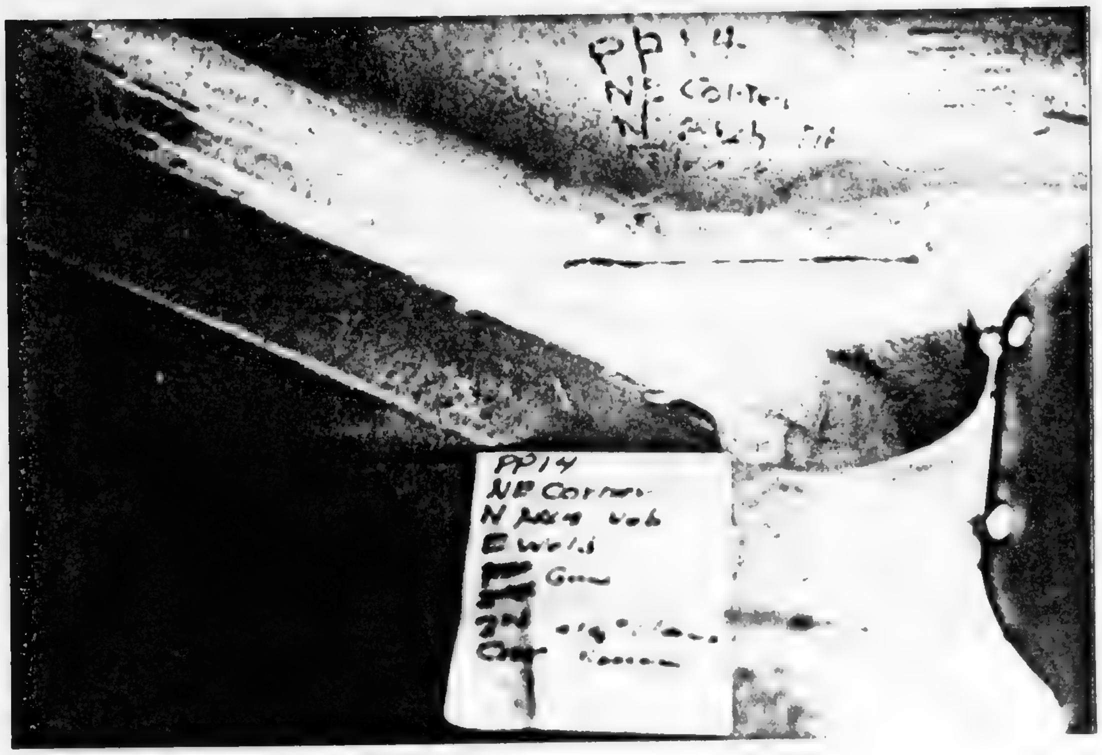

PP14
NE Corner

Fig. 13
This photograph shows the detail after more grinding.

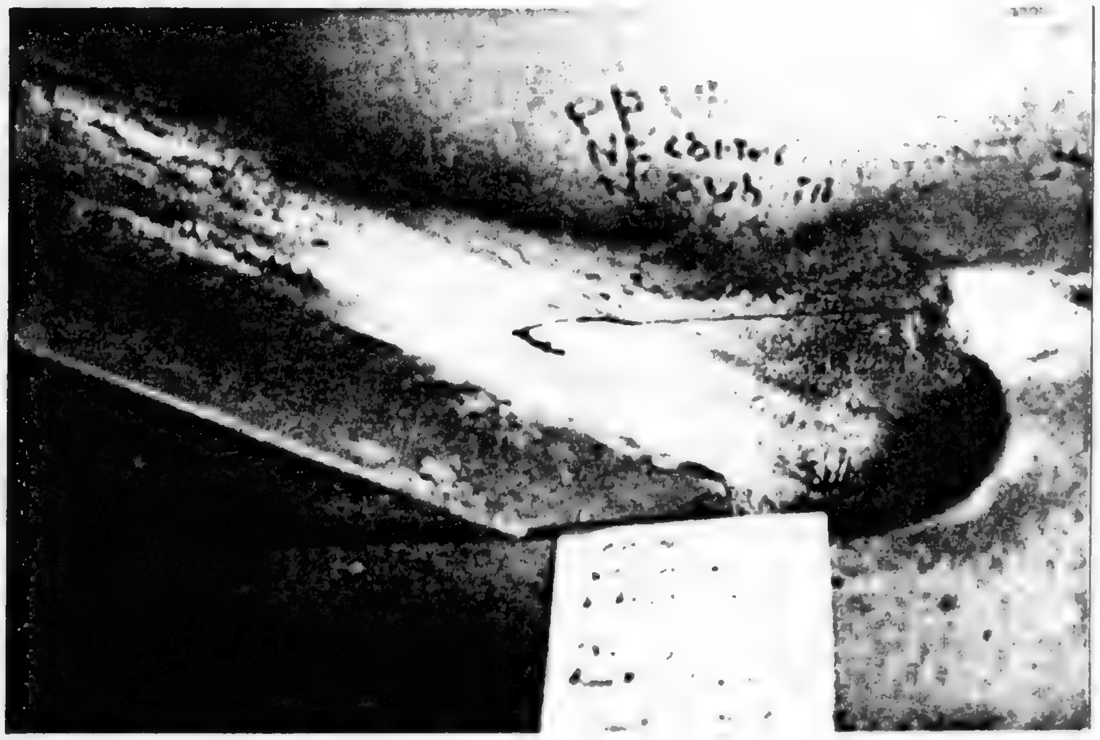

PP14
NE Corner

Fig. 14
This photograph shows the detail after grinding through to the root of the weld. No water was found in the root.

Fig. 15
This photograph shows a close view of the excavation.

Figures 16 through 19

These photographs show the excavation with progressively more grinding.

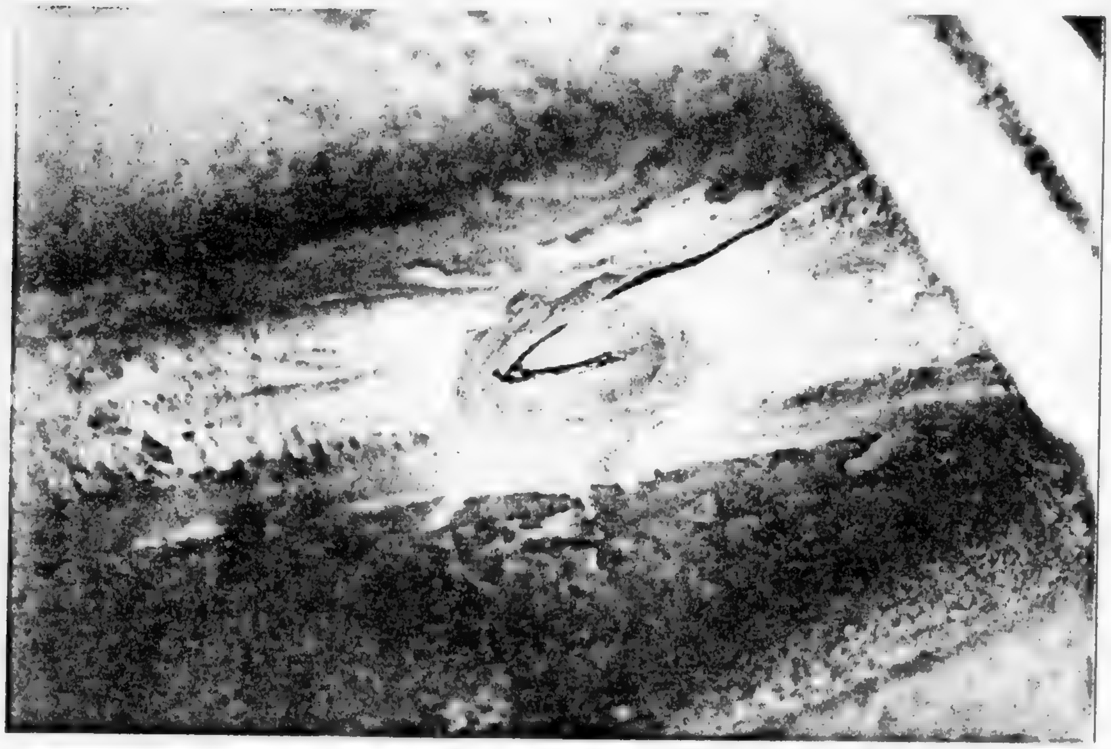


Fig. 16

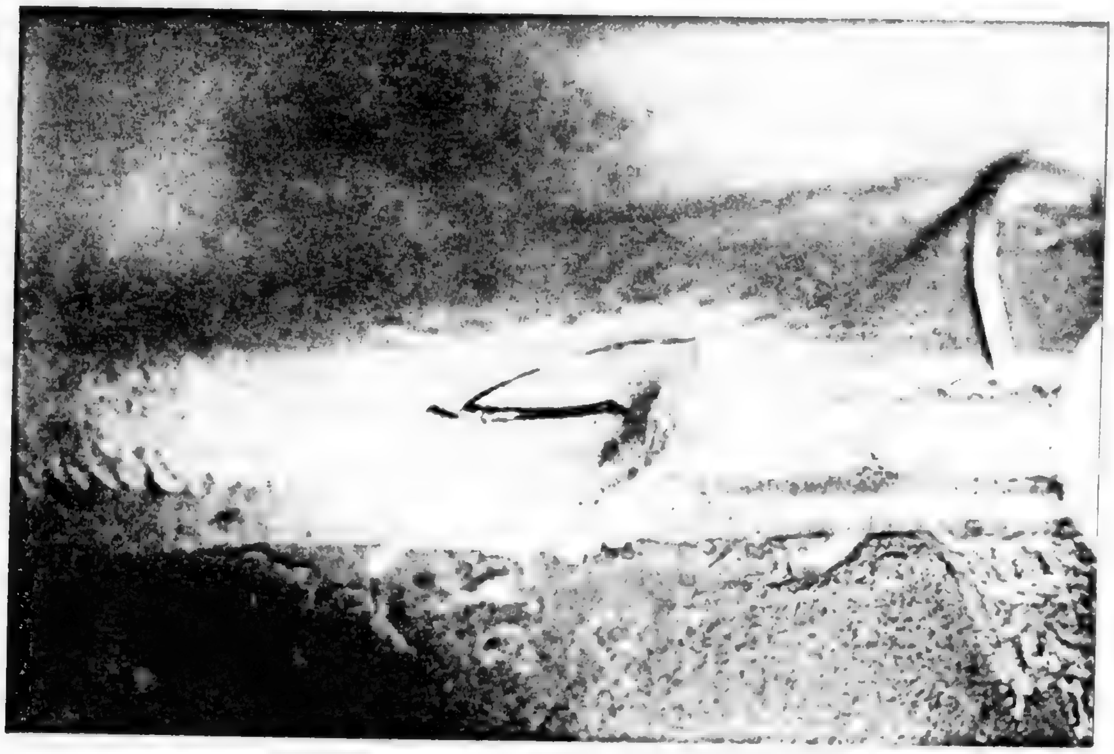


Fig. 17

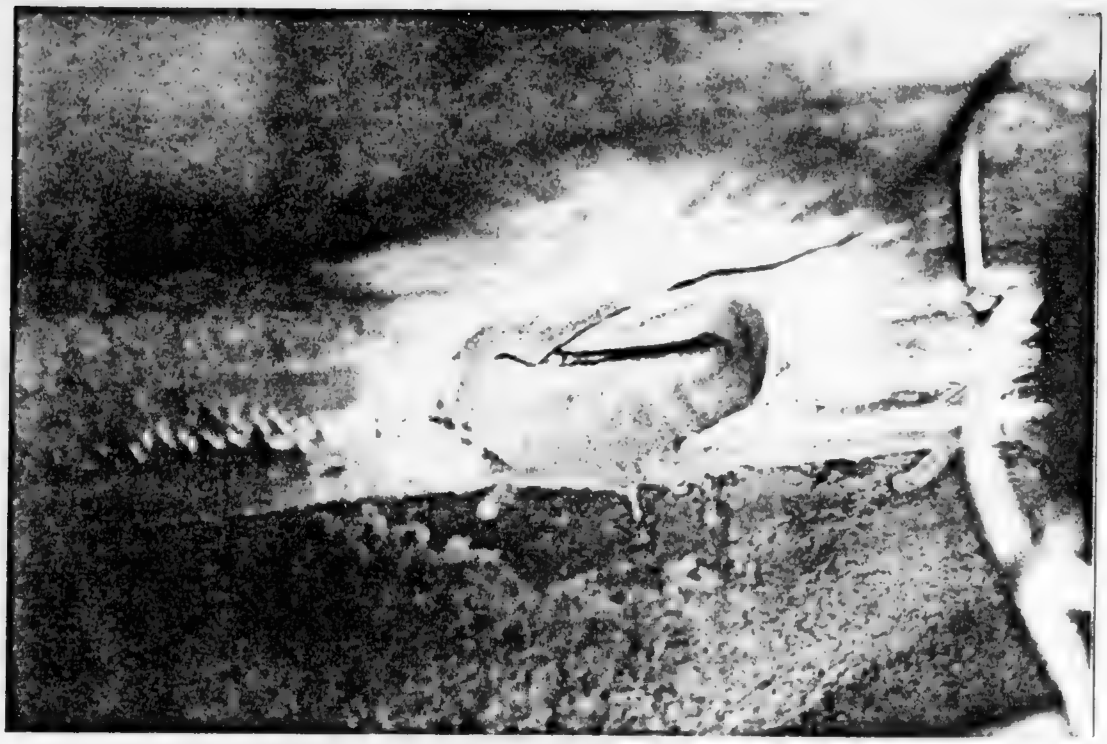


Fig. 18

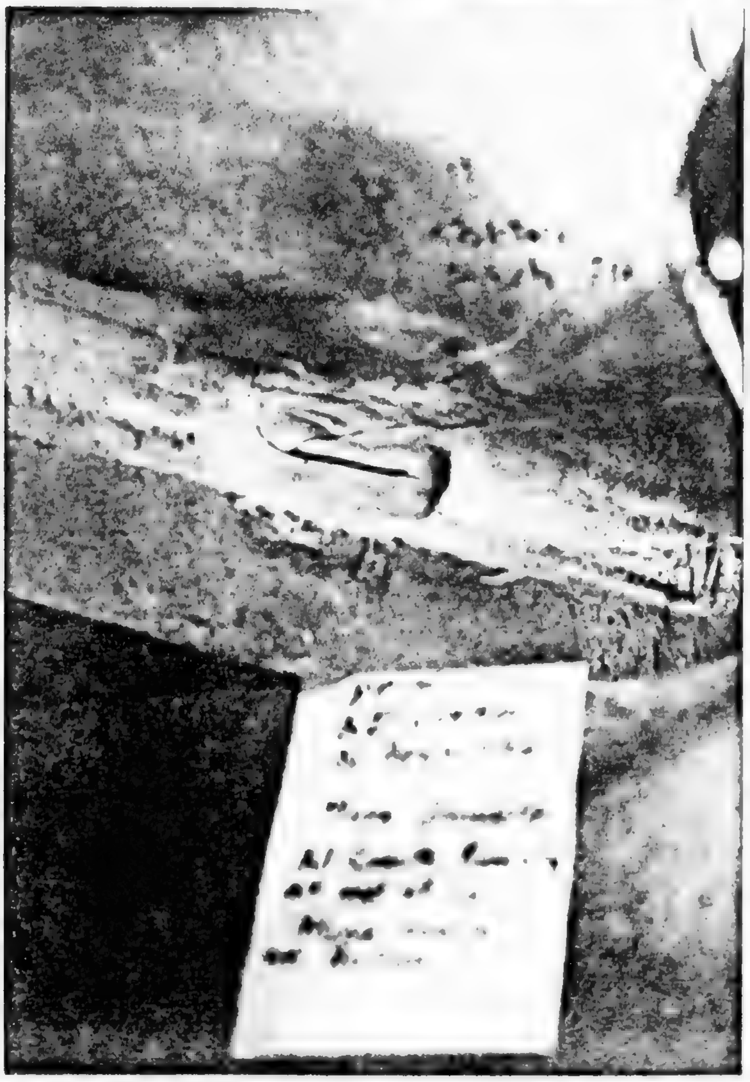


Fig. 19

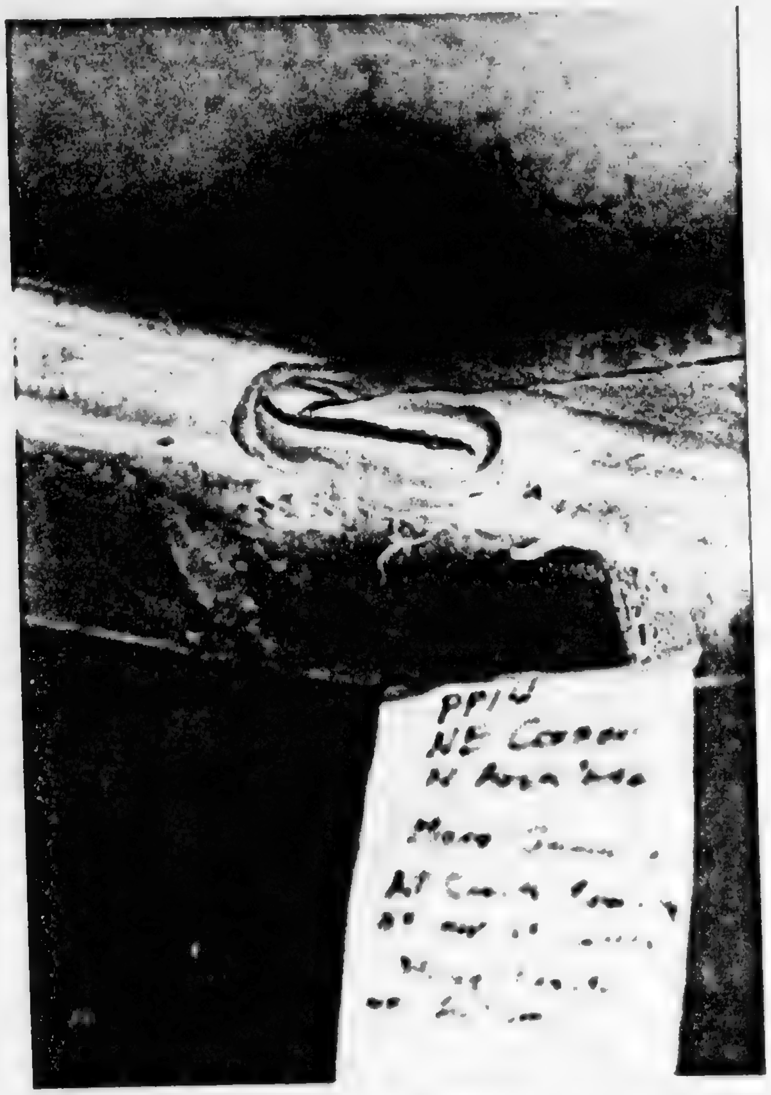


Fig. 20
This photograph shows a close-up view of the excavation as left. Note that a crack remains at the bottom of the excavation.

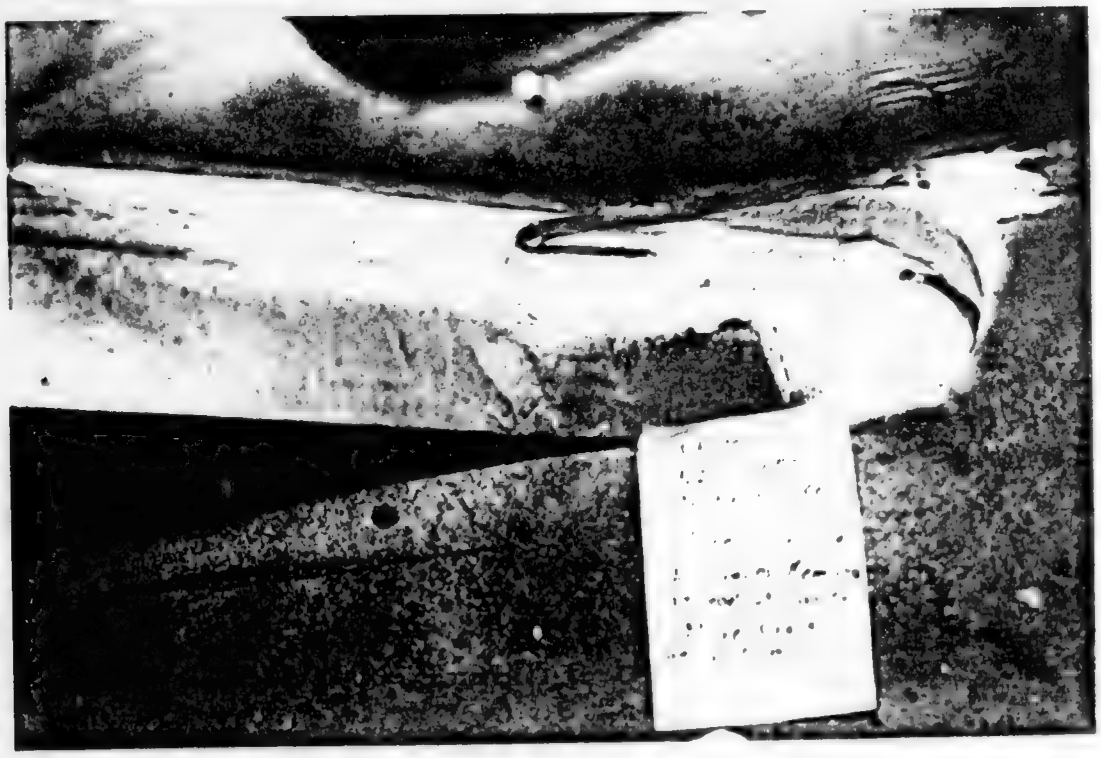


Fig. 21
This photograph also shows the condition of the area as left. Note that some cracks were left.

File

STATE OF OREGON

INTEROFFICE MEMO

Maint 2529

TO: Memo to the File

DATE: August 22, 1978

SUBJECT:

Fremont Bridge Superstructure
Examination of H-stiffener Fillet
Welds at Panel Point 16-17 on
NE Corner
Bridge 2529

Gary C Teeter

FROM: Gary C. Teeter

The attached photos are of exploratory grinding done on the heavy, wide flange stiffeners attached to the tie girder web between panel points 16 and 17 on the northeast corner of the structure.

Drawing 69500-C8, attached, shows the location of this and similar stiffeners in the structure. Previous investigation was done on similar stiffener details, and this work is reported in a Memo to the File by John C. Jenkins, dated June 30, 1979.

The purpose of the present inspection was to see if cracking similar to what had been observed on the south side of the structure was also present on the north side.

The inspection revealed cracking very similar to that found on the south side. No attempt was made to follow and remove the cracks found. It was felt that removing the cracks would be a waste of time as some sort of corrective action is planned at this detail.

Nine photographs are attached.

Three of the four welds examined here contained cracks.

GCT:dh

Attachment

cc John Jenkins
H. A. Schell

NOTED
P.A. ANDERSON

NOTED
W. J. HART

Figures 3 and 4 show the west weld on the north stiffener before and after inspection. This weld was also cracked.

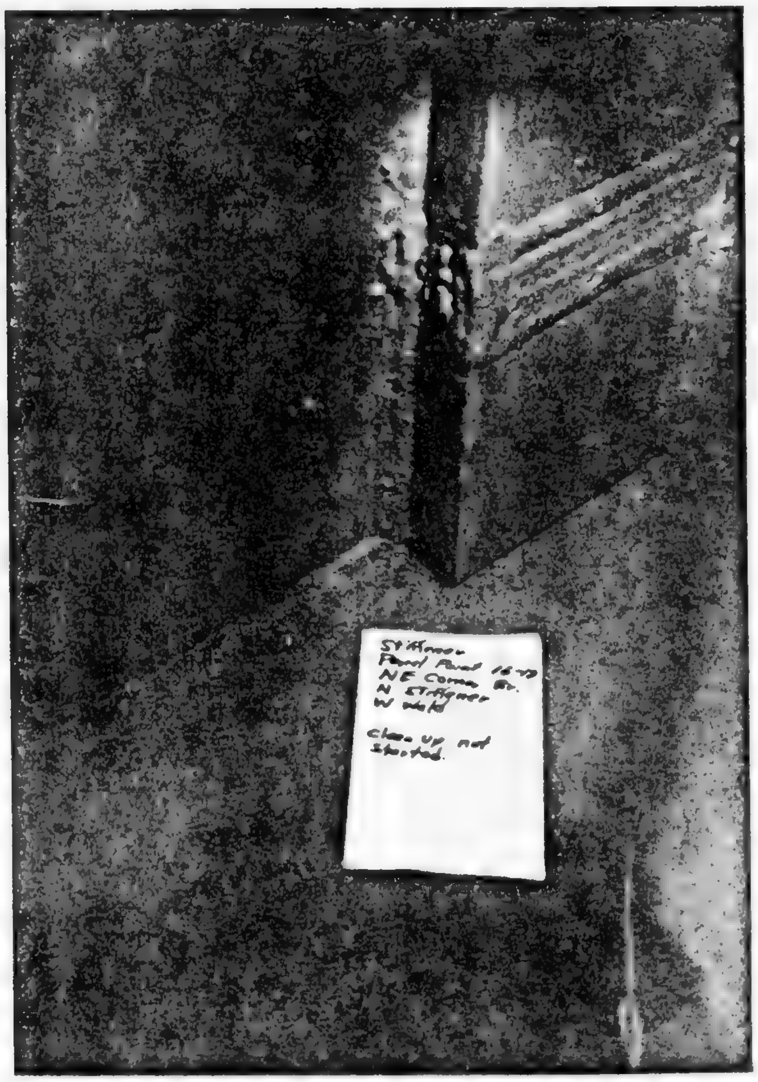

Stiffener
Panel Point 16-17
NE Corner Br.
N Stiffener
W Weld
Clean up not
Started.

Fig. 3

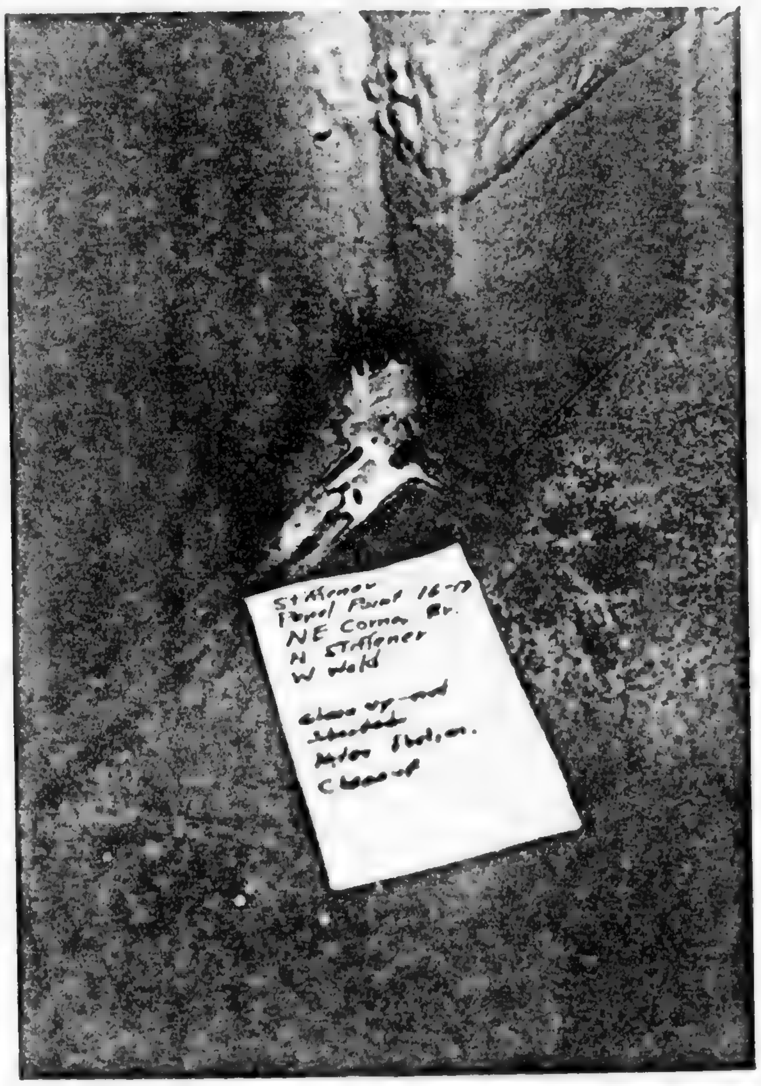

Stiffener
Panel Point 16-17
NE Corner Br.
N Stiffener
W Weld

Fig. 4

Figures 1 and 2 show the west weld on the south stiffener before starting of grinding and after exposing the area in question. Note the crack at the toe of the weld adjacent to the stiffener.

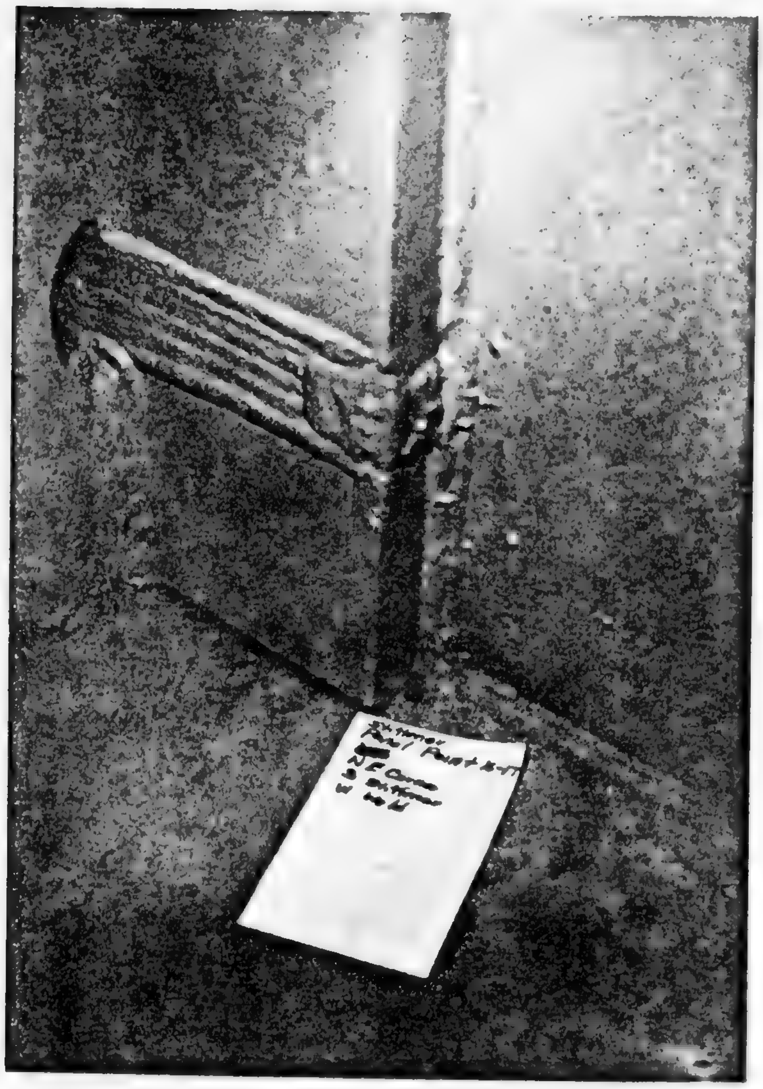

Stiffener
Panel Point X-17
[redacted]
N E Corner
S Stiffener
W Weld

Fig. 1

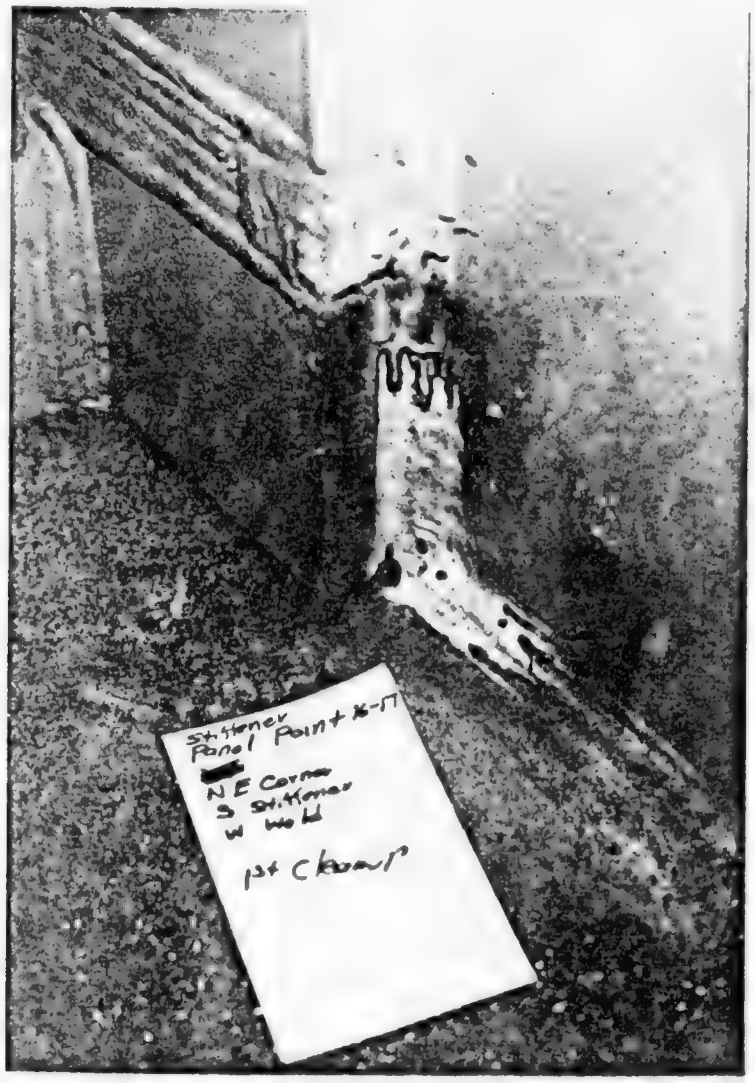
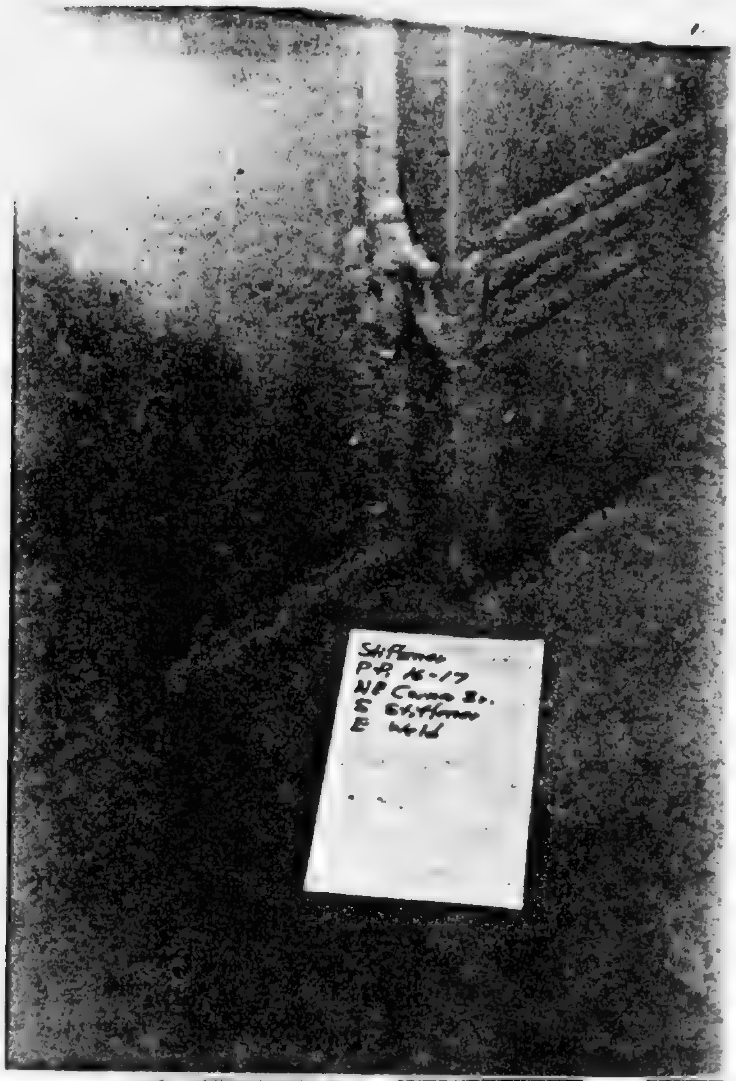

Stiffener
Panel Point X-17
[redacted]
N E Corner
S Stiffener
W Weld
1st Cleanup

Fig. 2

Figures 5, 6, and 7 show the east weld on the south stiffener. Figure 5 shows the weld before cleanup was started. Figure 6 shows the weld after initial cleanup. Figure 7 shows the weld after final cleanup. Note that this weld is also cracked.

Fig. 5 →


Stiffener
P.P. 16-17
NE Corner Br.
S Stiffener
E Weld

← Fig. 6

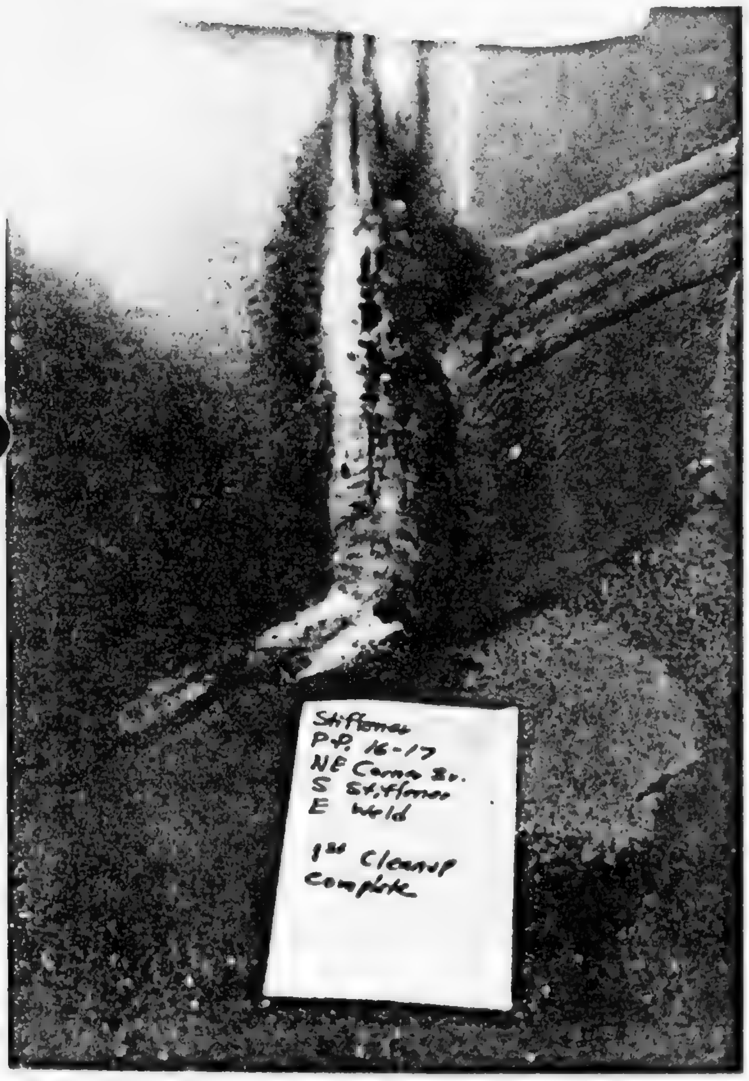
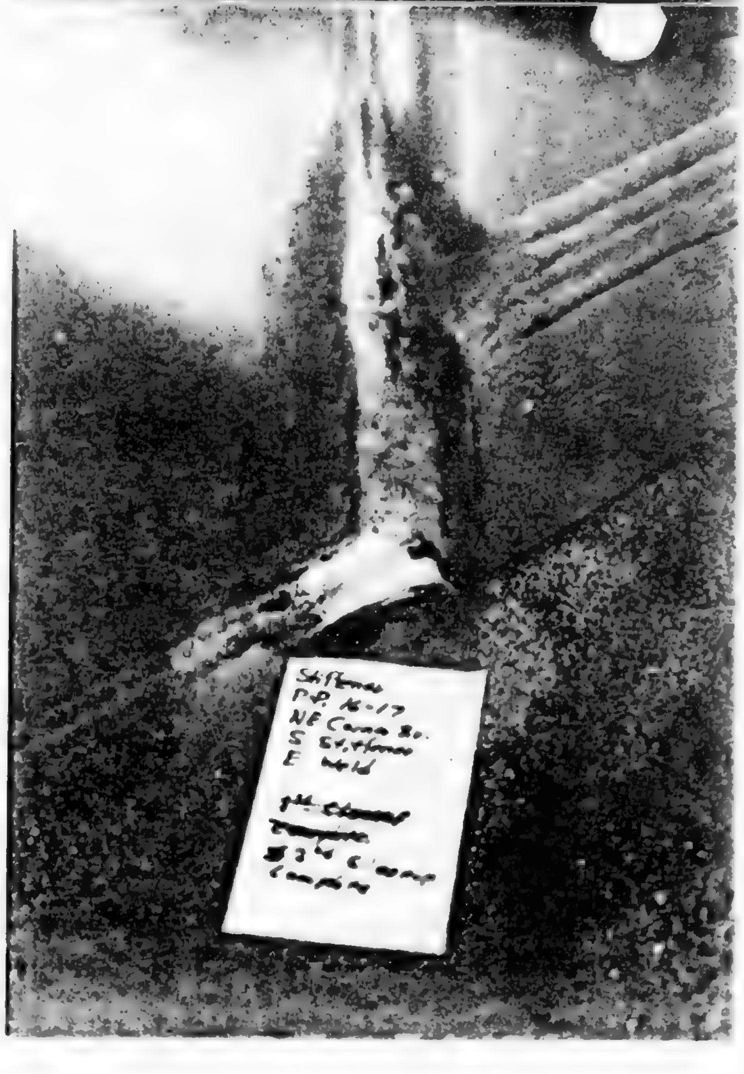

Stiffener
P.P. 16-17
NE Corner Br.
S Stiffener
E Weld
1st Cleanup
Complete

Fig. 7 →


Stiffener
P.P. 16-17
NE Corner Br.
S Stiffener
E Weld
~~1st Cleanup~~
~~Complete~~
2nd Cleanup
Complete

Figures 8 and 9 show the east weld on the north stiffener before and after cleanup. No obvious cracking was found here.

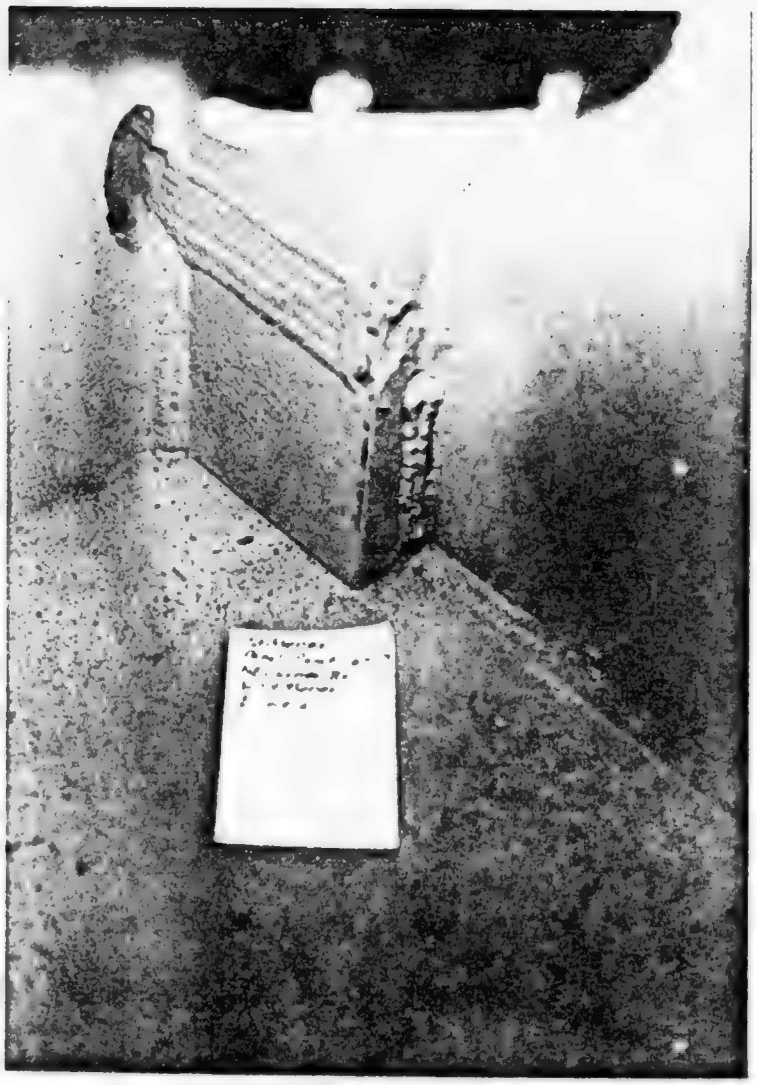


Fig. 8

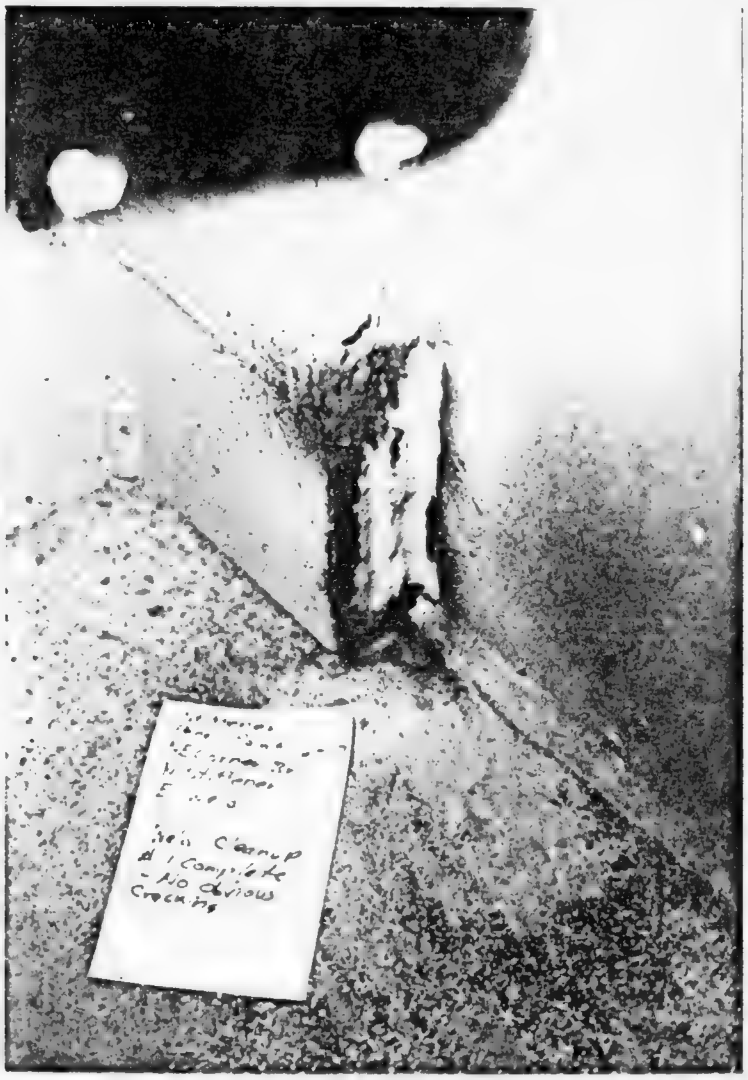
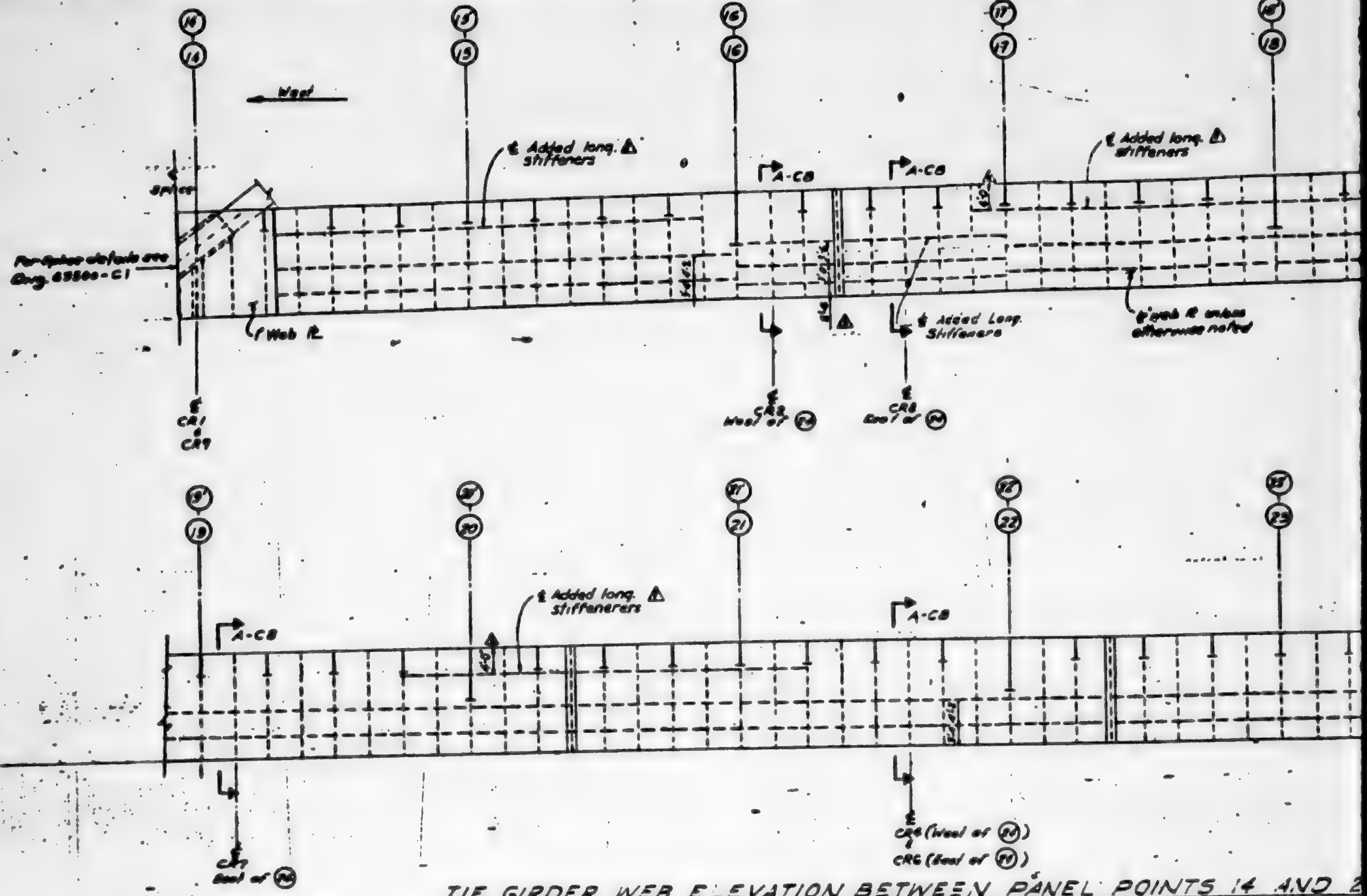
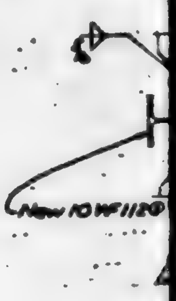

Weld Cleanup
Complete
- No obvious
Cracking

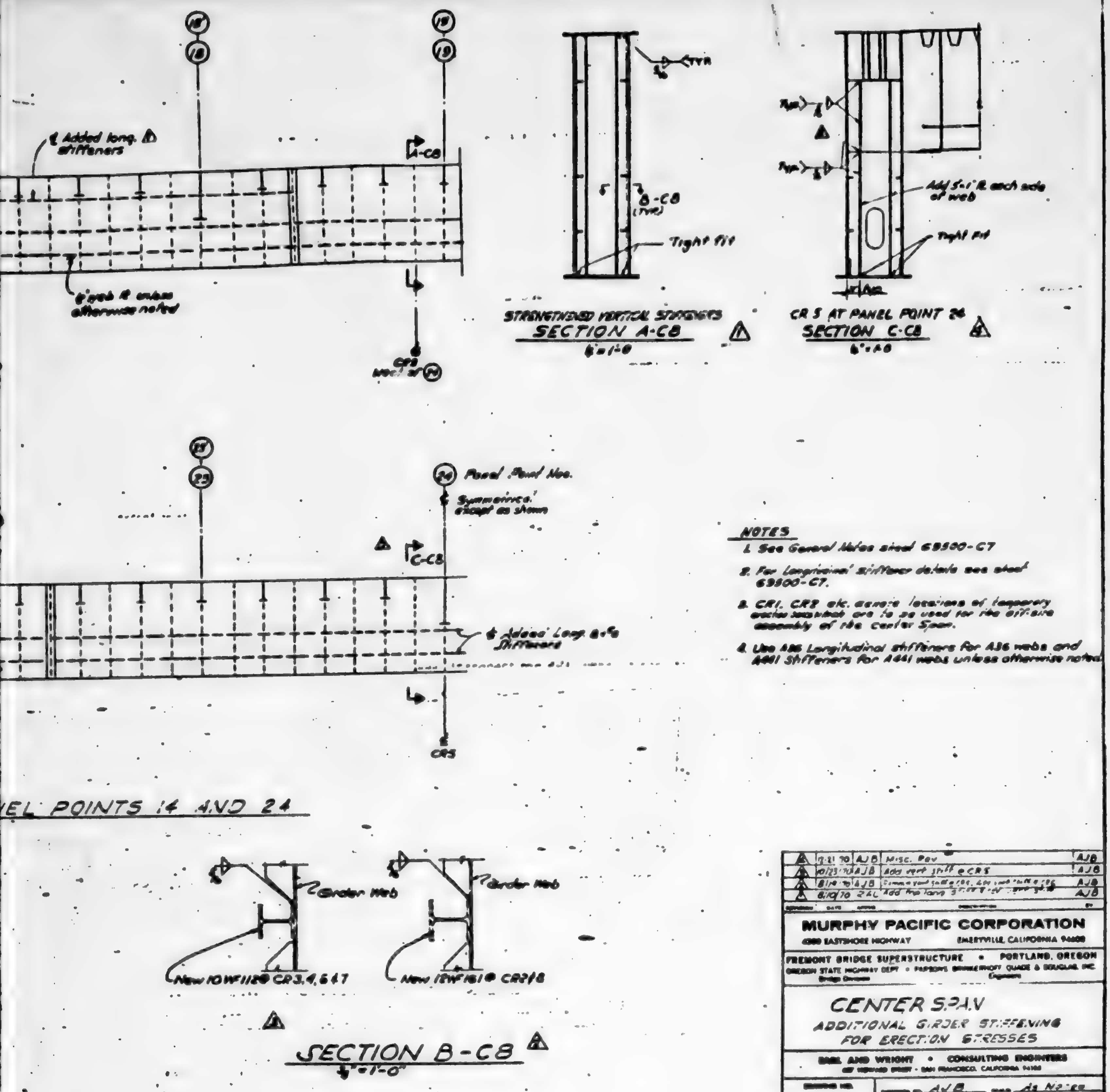
Fig. 9


14'
14
15'
15
16'
16
17'
17
18'
18
West
℄ Splice
For Splice details see Dwg. 63500-C1
Web ℞
℄ Added long. stiffeners
A-C8
A-C8
℄ Added long. stiffeners
℄ Added Long. Stiffeners
Web ℞ unless otherwise noted
℄ CR1 & CR9
℄ CR2 West of
℄ CR8 East of
19'
19
20'
20
21'
21
22'
22
23'
23
A-C8
℄ Added long. stiffenerers
A-C8
℄ CR7 East of
℄ CR4 (West of) & CR6 (East of)

TIE GIRDER WEB ELEVATION BETWEEN PANEL POINTS 14 AND 2

1" = 10'-0"


New 10WF112



18
18
19
19
℄ Added long. stiffeners
A-C8
½" web ℞ unless otherwise noted
CR5 west of 24
Strengthened vertical stiffeners
SECTION A-C8
6" = 1'-0
TYP
B-C8 (TYP)
Tight fit
CR 5 at panel point 24
SECTION C-C8
6" = 1'-0
Add 5-1" ℞ each side of web
Tight fit
23
23
24 Panel Point Nos.
Symmetrical except as shown
C-C8
℄ Added long. stiffeners
CR5
…EL POINTS 14 AND 24
Girder Web
New 10WF112 @ CR3, 4, 6 & 7
Girder Web
New 12WF161 @ CR2 & 8
SECTION B-C8
¾" = 1'-0"

NOTES

1. See General Notes sheet 69500-C7
2. For Longitudinal stiffener details see sheet 69500-C7.
3. CR1, CR2 etc. denote locations of temporary erection cross frames which are to be used for the off-site assembly of the Center Span.
4. Use A36 Longitudinal stiffeners for A36 webs and A441 Stiffeners for A441 webs unless otherwise noted.

4	12-21-70	AJB	Misc. Rev	AJB
3	10/23/70	AJB	Add vert stiff @ CR5	AJB
2	8/14/70	AJB	[illegible]	AJB
1	8/10/70	ZAL	Add [illegible] long stiff [illegible]	AJB

MURPHY PACIFIC CORPORATION
[illegible] EASTSHORE HIGHWAY EMERYVILLE, CALIFORNIA [illegible]

FREMONT BRIDGE SUPERSTRUCTURE • PORTLAND, OREGON
OREGON STATE HIGHWAY DEPT • PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.
Bridge Division Engineers

CENTER SPAN
ADDITIONAL GIRDER STIFFENING
FOR ERECTION STRESSES

[illegible] AND WRIGHT • CONSULTING ENGINEERS
[illegible] STREET • SAN FRANCISCO, CALIFORNIA [illegible]

69500-C8

AJB — As Noted
R.H. — 6-8-72
— [illegible]
J. Wright

STATE OF OREG[illegible]

INTERC[illegible]CE MEMO

File
maint
2529

TO: Memo to the File

DATE: August 21, 1978

SUBJECT:

Fremont Bridge Main Span
Examination of Fillet Welds at
Lifting Beam Stiffeners at Panel Point 14
Bridge 2529

Gary C. Teeter

FROM: Gary C. Teeter

The following are comments and photographs of cracking in the fillet welds attaching the heavy sitffeners to the webs and bottom flange of the tie girder at Panel Point 14 in the northeast corner of the Fremont Bridge.

The details reported (see attachment) are the same as those reported in the July 19, 1978 Memo to the File, except that they are on the opposite side of the structure. Reference should be made to the July 19 Memo for applicable structural details and comments.

GCT:dh

Attachment - Photographs with comments.

cc John Jenkins
H. A. Schell

NOTED
P.A. ANDERSON

NOTED
W. J. HART

81-125-1307

Photographs 1 thru 5 show the sequence of inspection grinding on the west weld of the south stiffener.

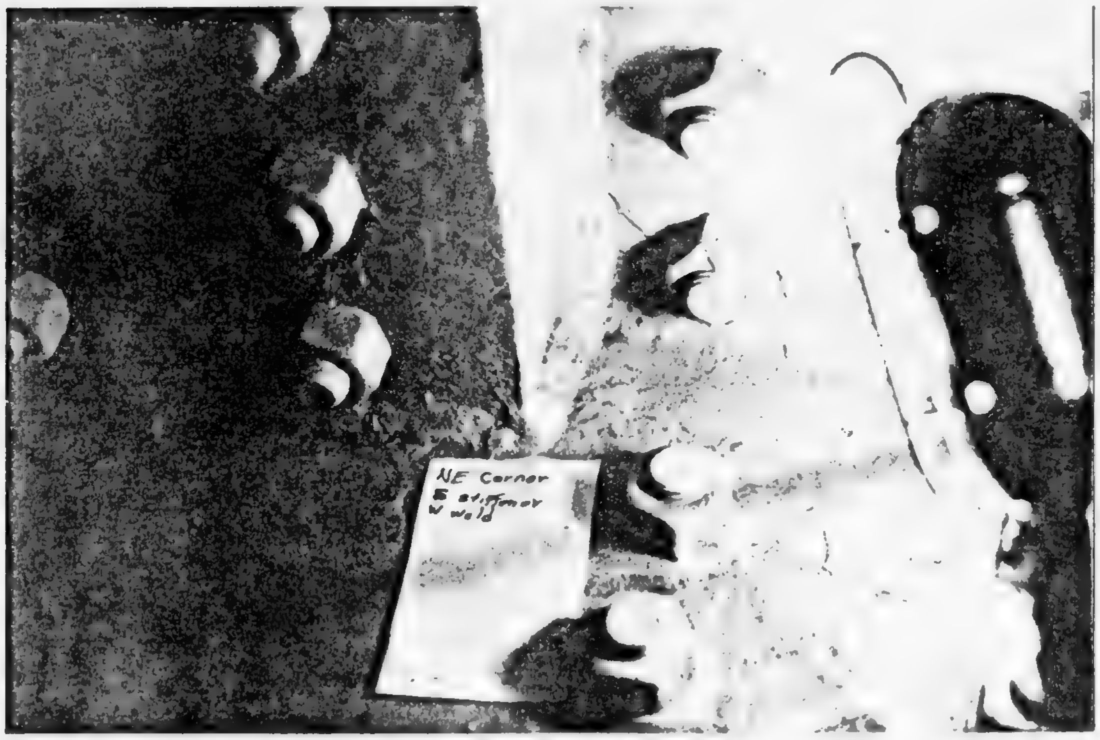

NE Corner
S stiffener
W weld

Fig. 1 shows detail before grinding was started.

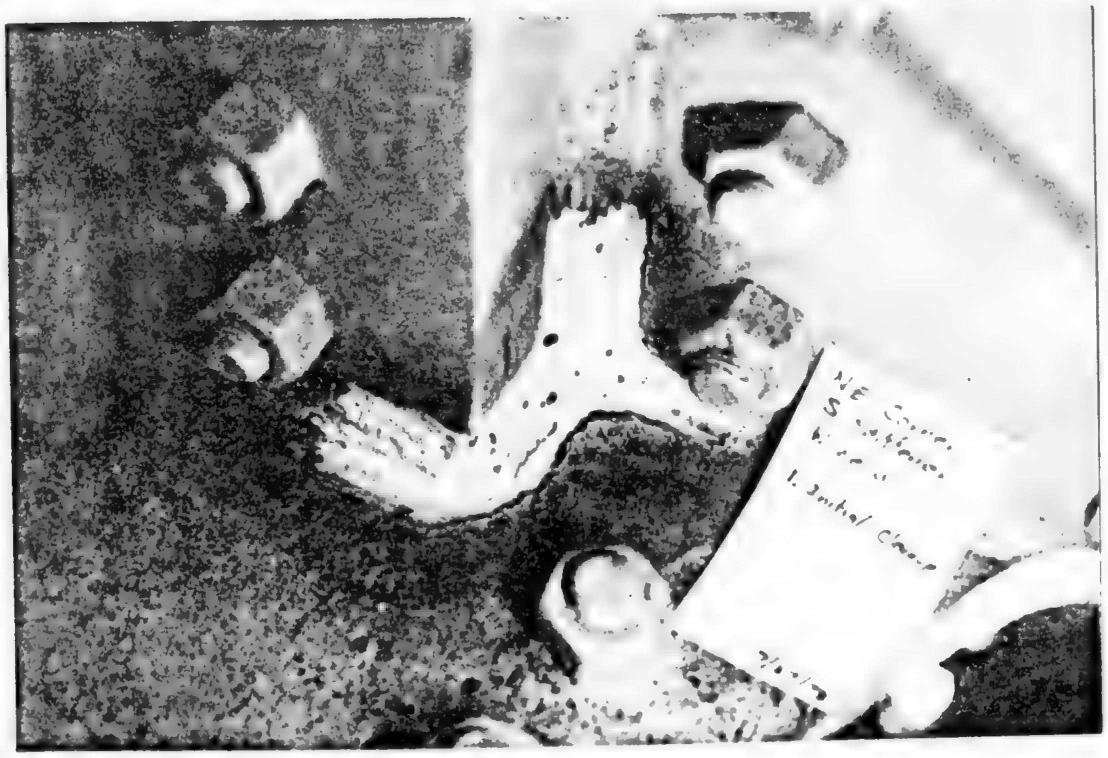

NE Corner
S stiffener

Fig. 2 shows detail after removal of paint and smoothing of weld profile. Note cracking along transverse toe of weld. This cracking extends into the bottom flange.

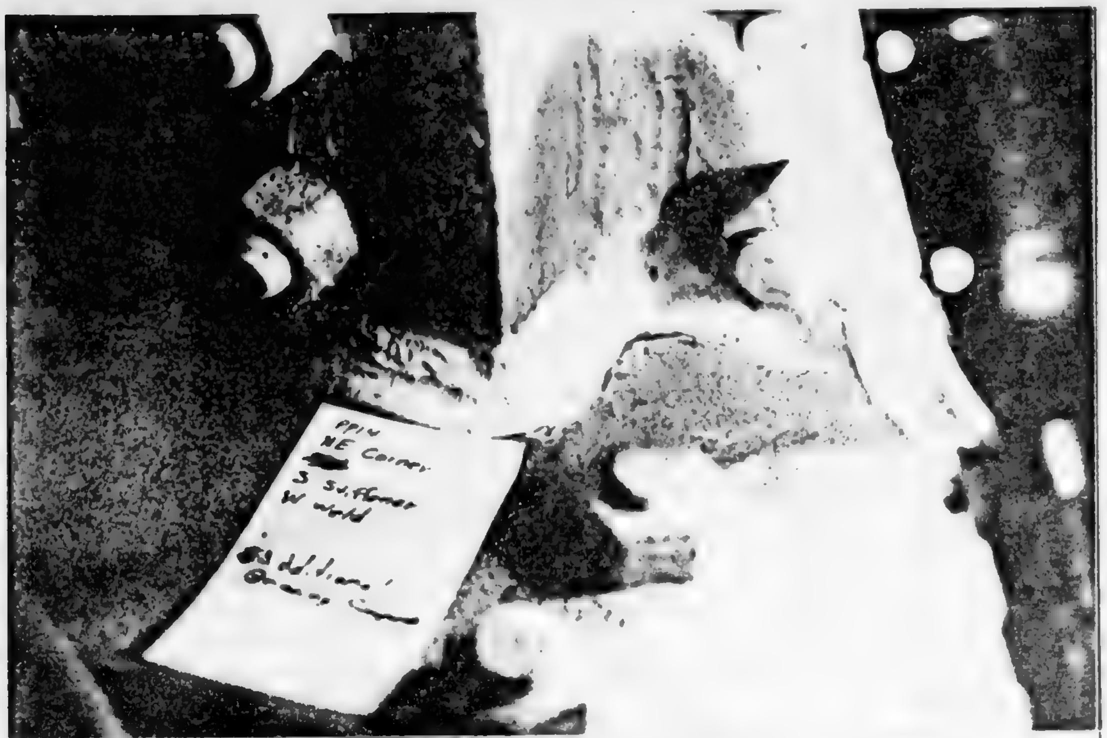
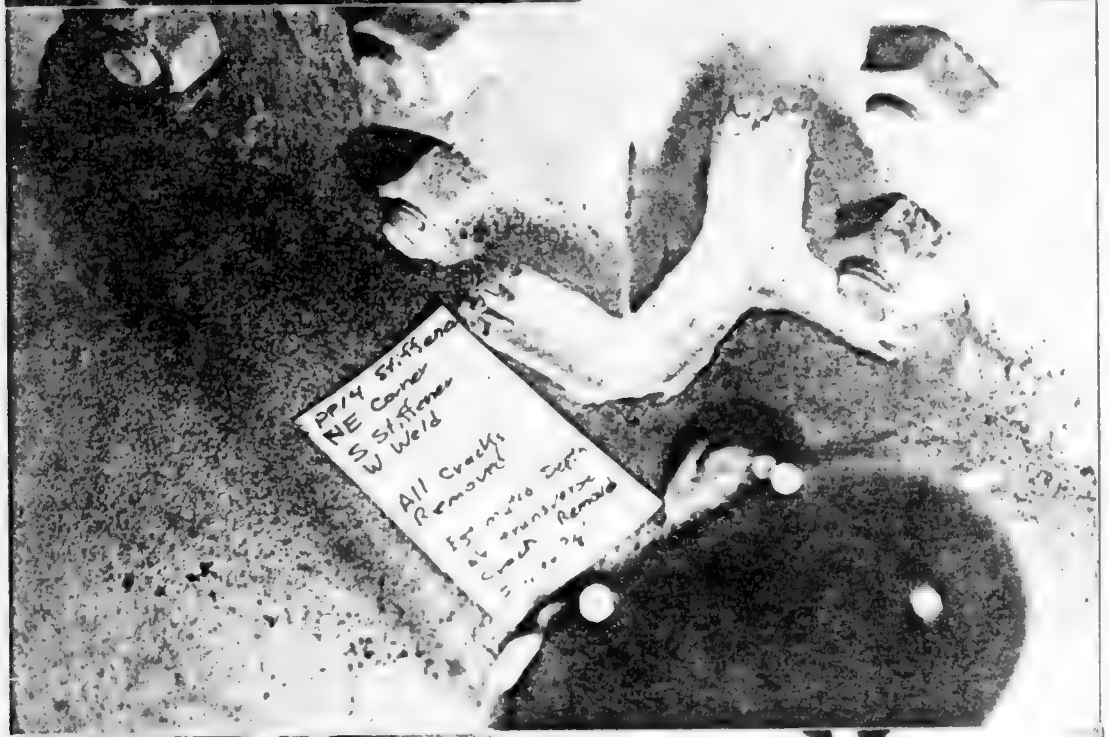
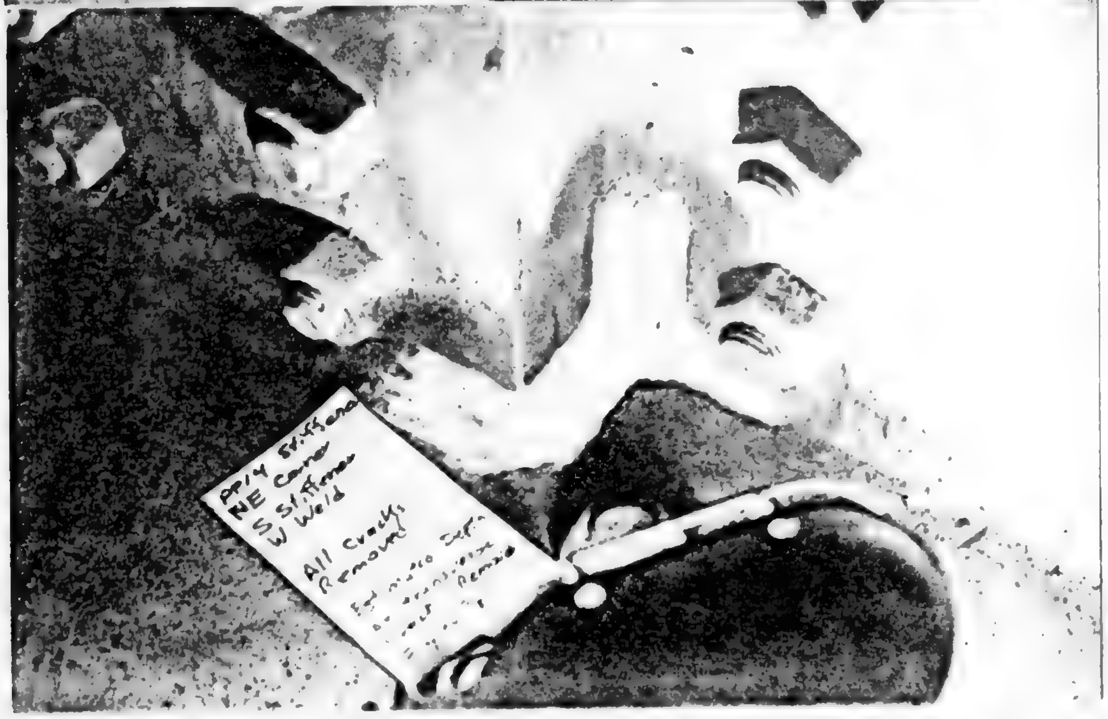

PP14
NE Corner
S Stiffener
W Weld

Fig. 3 shows detail after considerable additional grinding. Crack still exists.


PP14 Stiffener
NE Corner
S Stiffener
W Weld
All Cracks Removed


PP14 Stiffener
NE Corner
S Stiffener
W Weld
All Cracks Removed

Figs. 4 and 5 show detail as it was left. Note that a strong porosity indication was left at the weld intersection. Fig. 5 was taken after time was allowed for dye bleeding from the prosity.

Figures 6 thru 9 show the sequence of grinding inspection on the north stiffener, west weld.

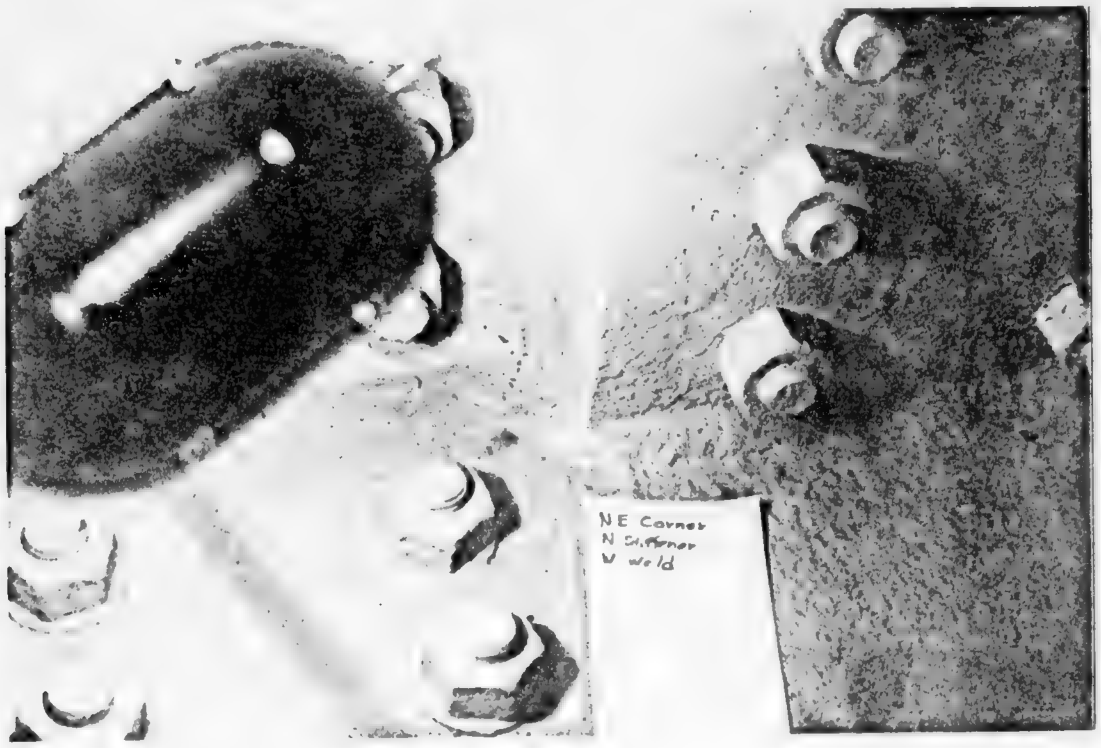

NE Corner
N Stiffener
W weld

Fig. 6 shows the area before inspection was started. Note extreme paint thickness.

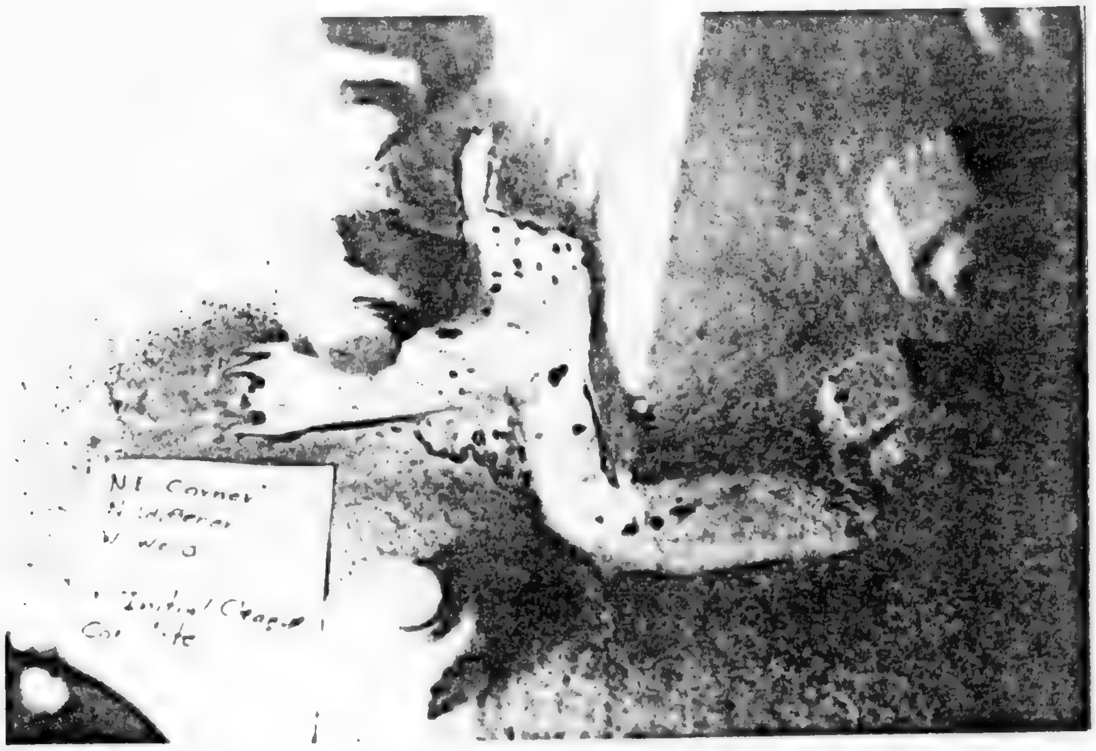

NE Corner
N Stiffener
W weld
Initial Cleanup
Complete

Fig. 7 shows the area after initial cleanup. Note considerable porosity, et cetera.

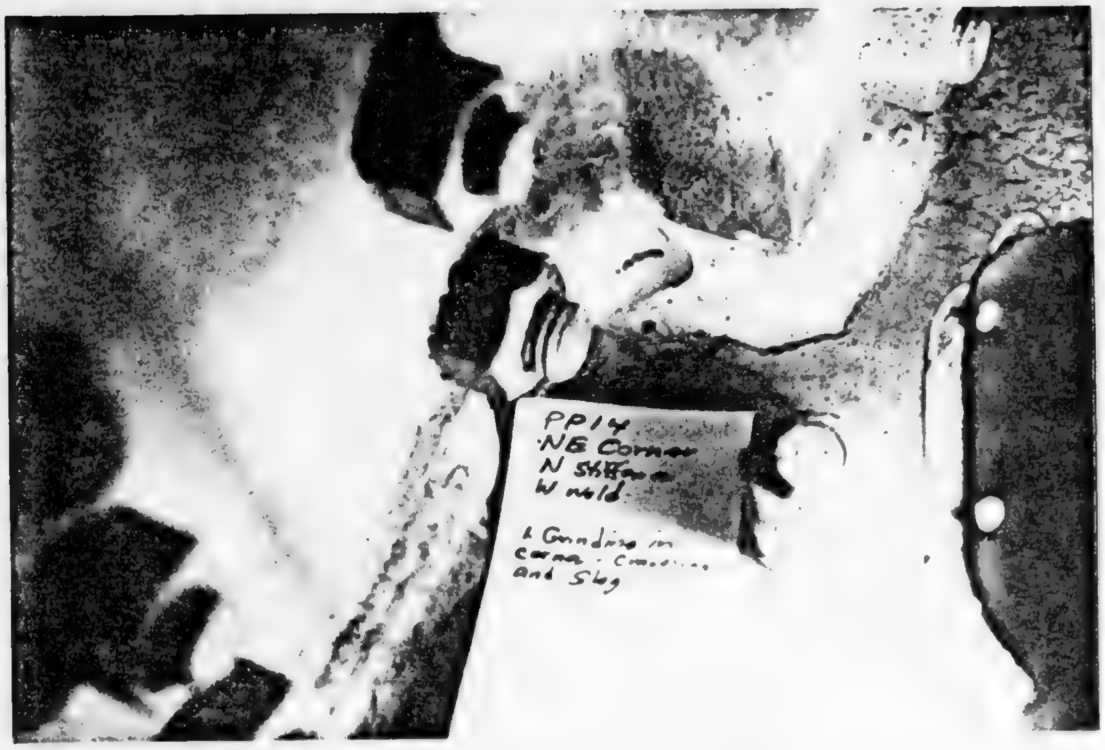

PP14
NE Corner
N Stiffener
W weld
& Grinding in
corner - Cracking
and Slag

Fig. 8 shows the area after considerable cleanup and excavation to remove slag and cracking.

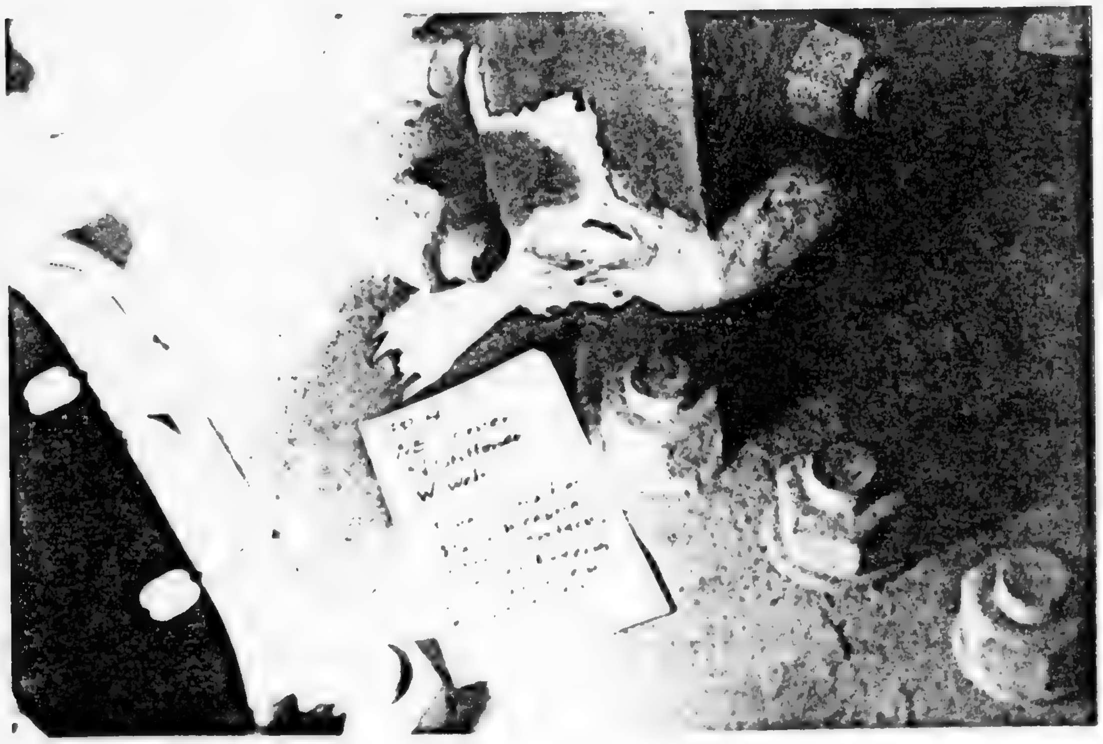


Fig. 9 shows conditions of area as left. Some minor cracking still extends out of the excavation at each end.

Figures 10 thru 13 show inspection of the E weld on the south stiffener.

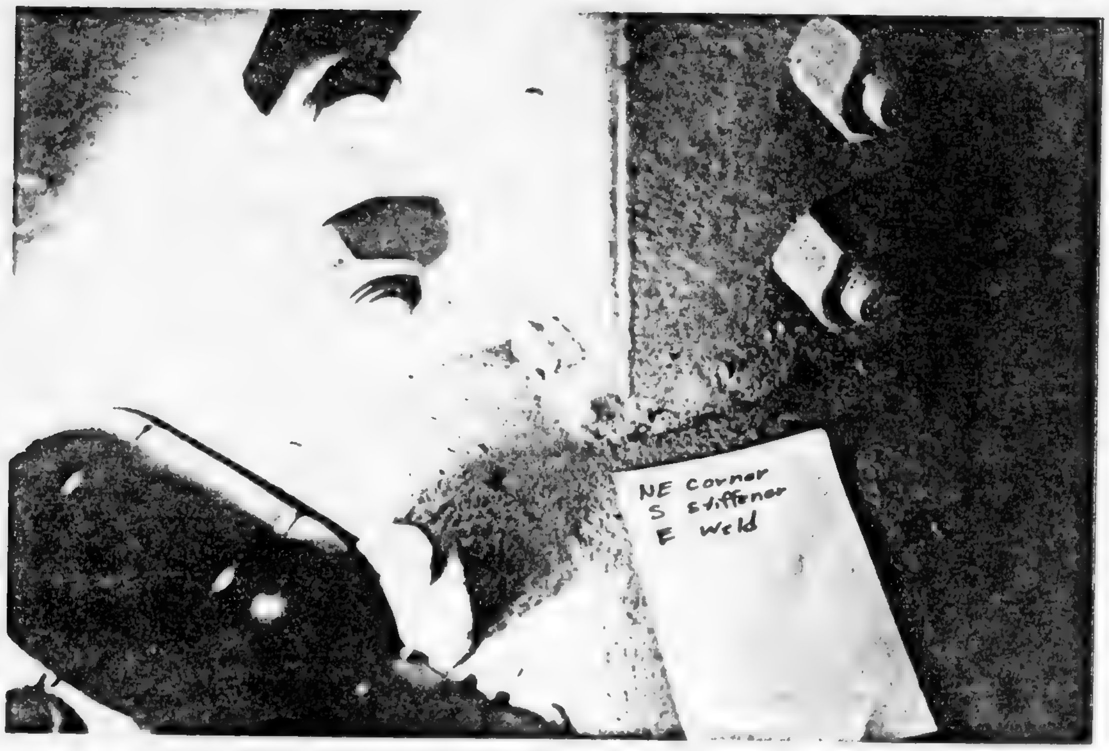

NE Corner
S Stiffener
E weld

Fig. 10 shows the area prior to starting grinding.

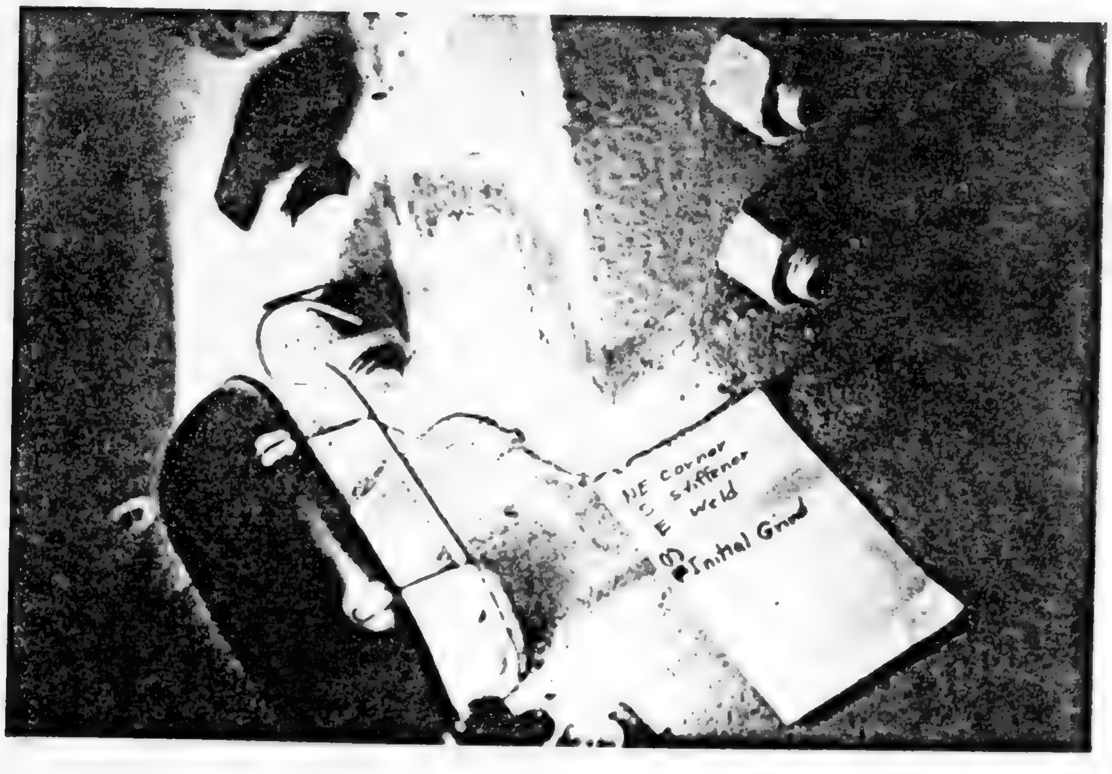

NE Corner
S Stiffener
E weld
① Initial Grind

Fig. 11 shows the area after initial grinding. Note that area looks fairly clean.

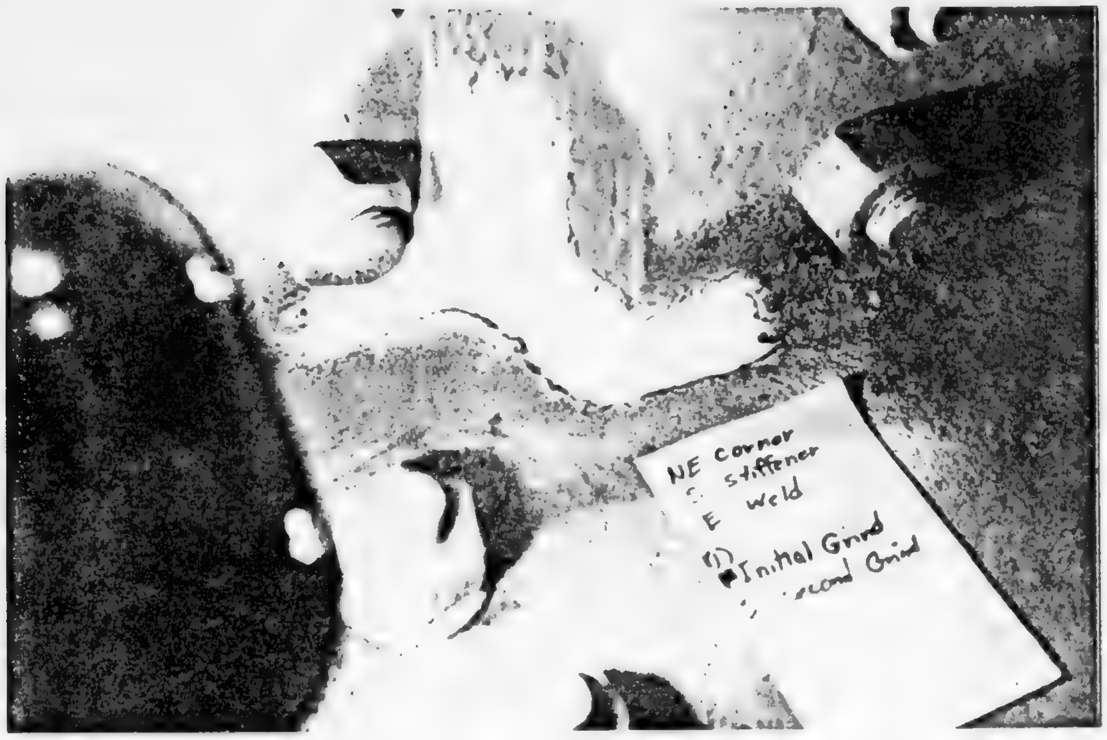

NE Corner
Stiffener
E weld
(1) Initial Grind
second Grind

Fig. 12 shows area after more cleanup. Note indications at top toe of transverse weld.

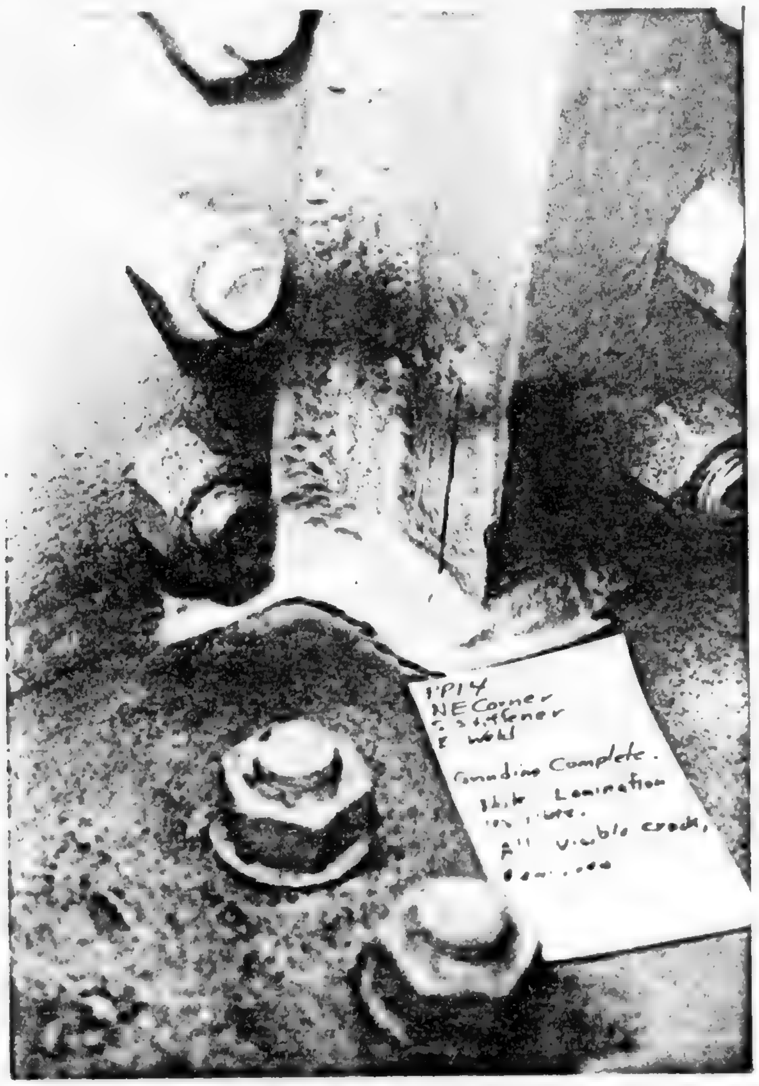

NE Corner
Stiffener
E weld
Grinding Complete.
Lamination
All visible crack

Fig. 13 shows lamination in stiffener plate.

Figures 14 thru 18 show inspection of the east weld on the north stiffener.

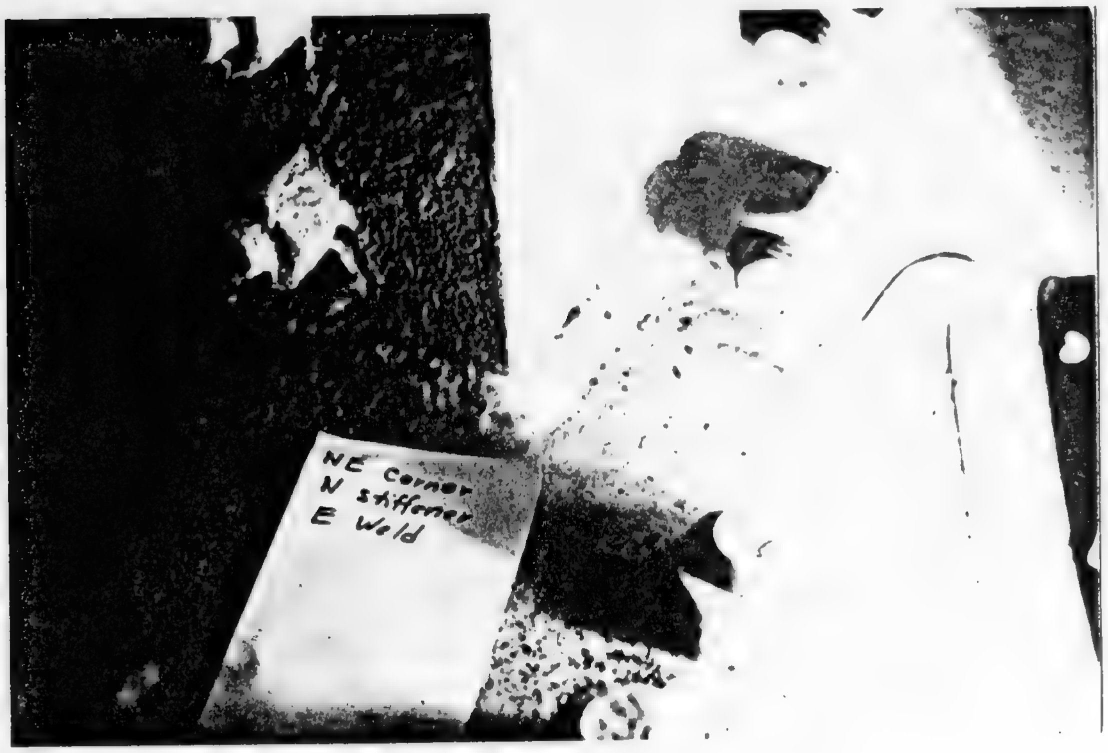

NE Corner
N stiffener
E Weld

Fig. 14 shows the area before removing paint.

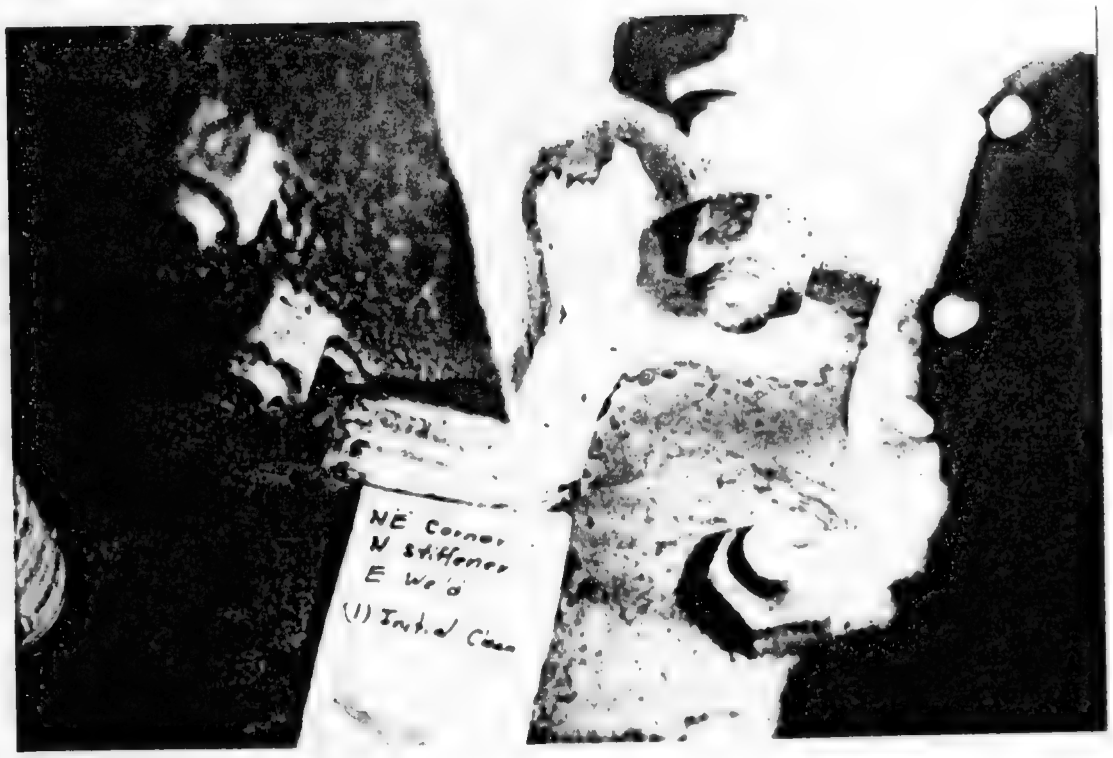

NE Corner
N stiffener
E Weld
(1) Initial Clean

Fig. 15 shows the area after initial cleanup.

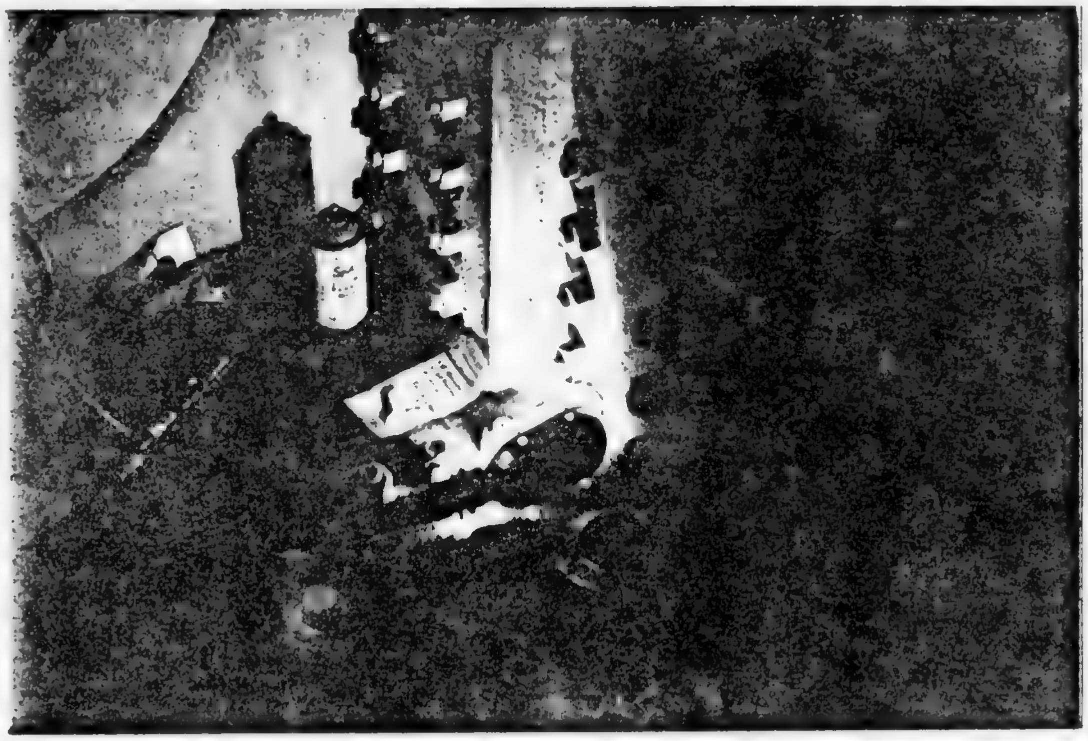
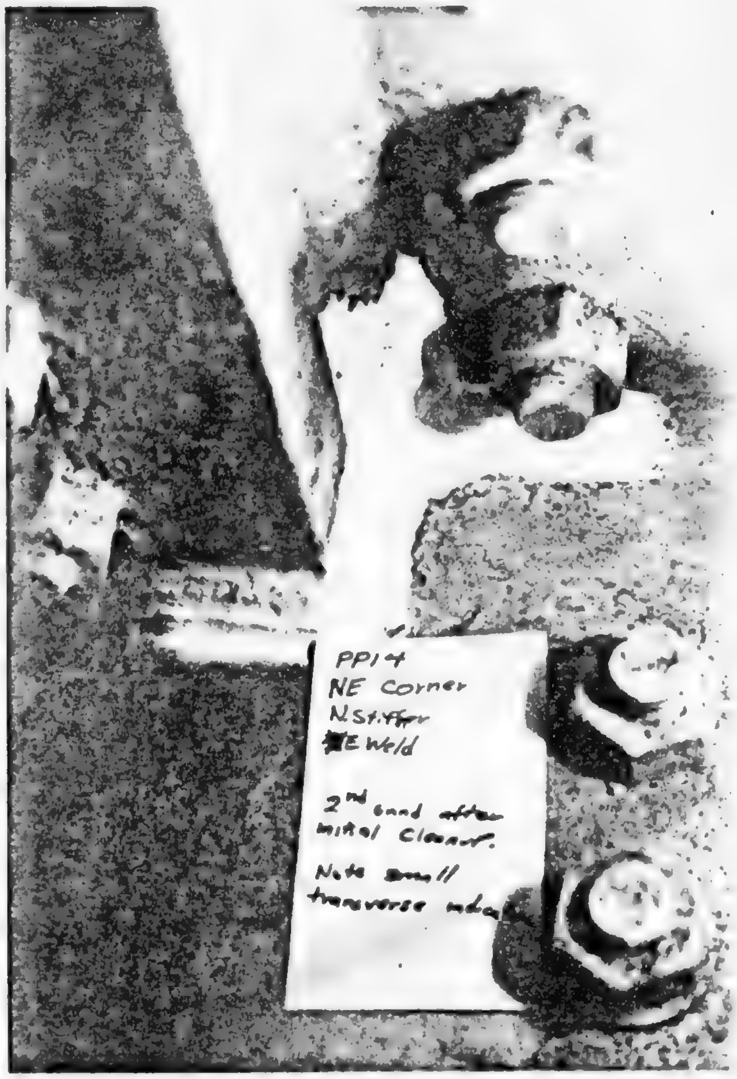
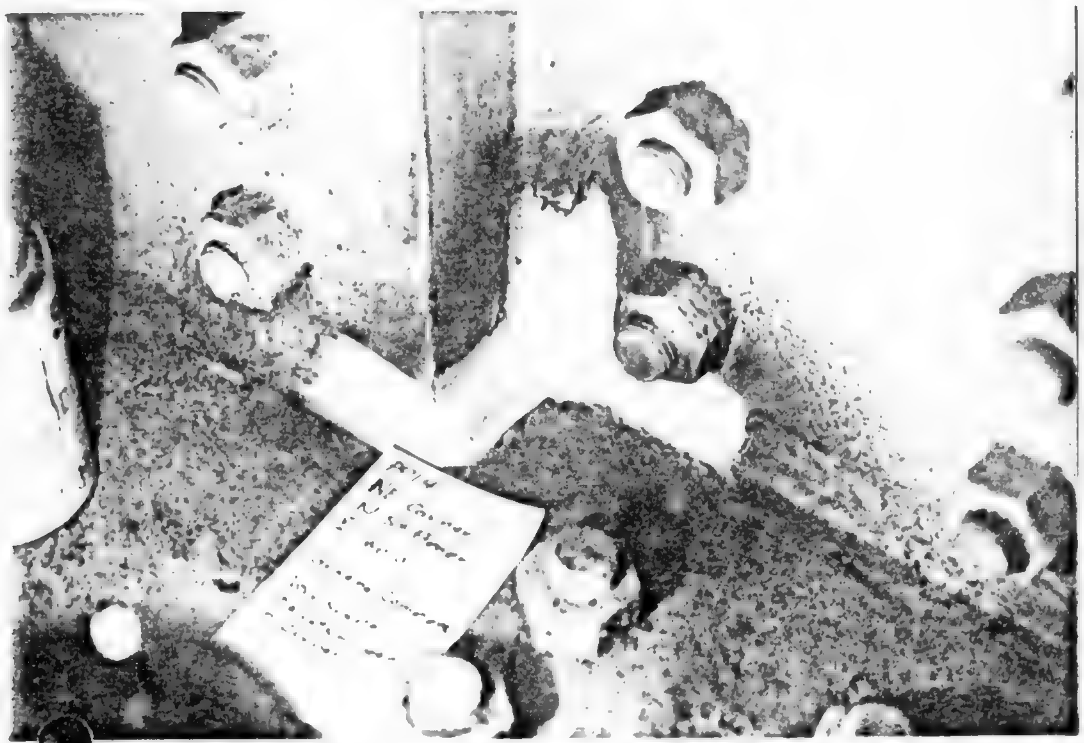


Fig. 16 shows an overall view of the area after initial cleanup



PP14
NE Corner
N.Stiffer
E Weld
2nd sand after initial Cleanup.
Note small transverse indic

Fig. 17 shows the area after more cleanup. Note small transverse indication at weld toe.



PP14
NE Corner

Fig. 18 shows the area after final cleanup.

File
maint.
2529

STATE OF OREGON

INTEROFFICE MEMO

TO: Memo to the File

DATE: August 17, 1978

SUBJECT:

Fremont Bridge Main Span
Examination of Arch-to-tie girder
Fillet Welds at Panel Point 14
Bridge 2529

Gary C. Teeter
FROM: Gary C. Teeter

The following are comments, sketches, and photographs of cracks in fillet welds connecting the arch to the tie girder at panel point 14 in the Fremont Bridge Superstructure.

The location of the welds discussed in this memo is identified in attached drawing 25227. Structural details in this area are shown on attached shop drawings nos. 104CG, 104DG, 104EG, 104FG, and 104G. Figure 1 is a sketch of the intersection of the top of the arch and bottom of the tie girder where the inspection reported herein was done.

The complex geometry at this location has been of concern since the bridge was built. Attention was first drawn to this area during erection when it was discovered that some of the slots in the bottom flange of the tie girder had been cut with square ends. In the process of radiusing the ends of the slots and checking the area, significant cracking was discovered in the weld and bottom flange material in the end of the slot. This cracking was removed and the area inspected with dye penetrant.

No obvious signs of distress were evident at this location prior to starting cleanup for inspection. However, it was decided that this joint should be inspected for several reasons, as follows:

1. The previous history of problems in the area.

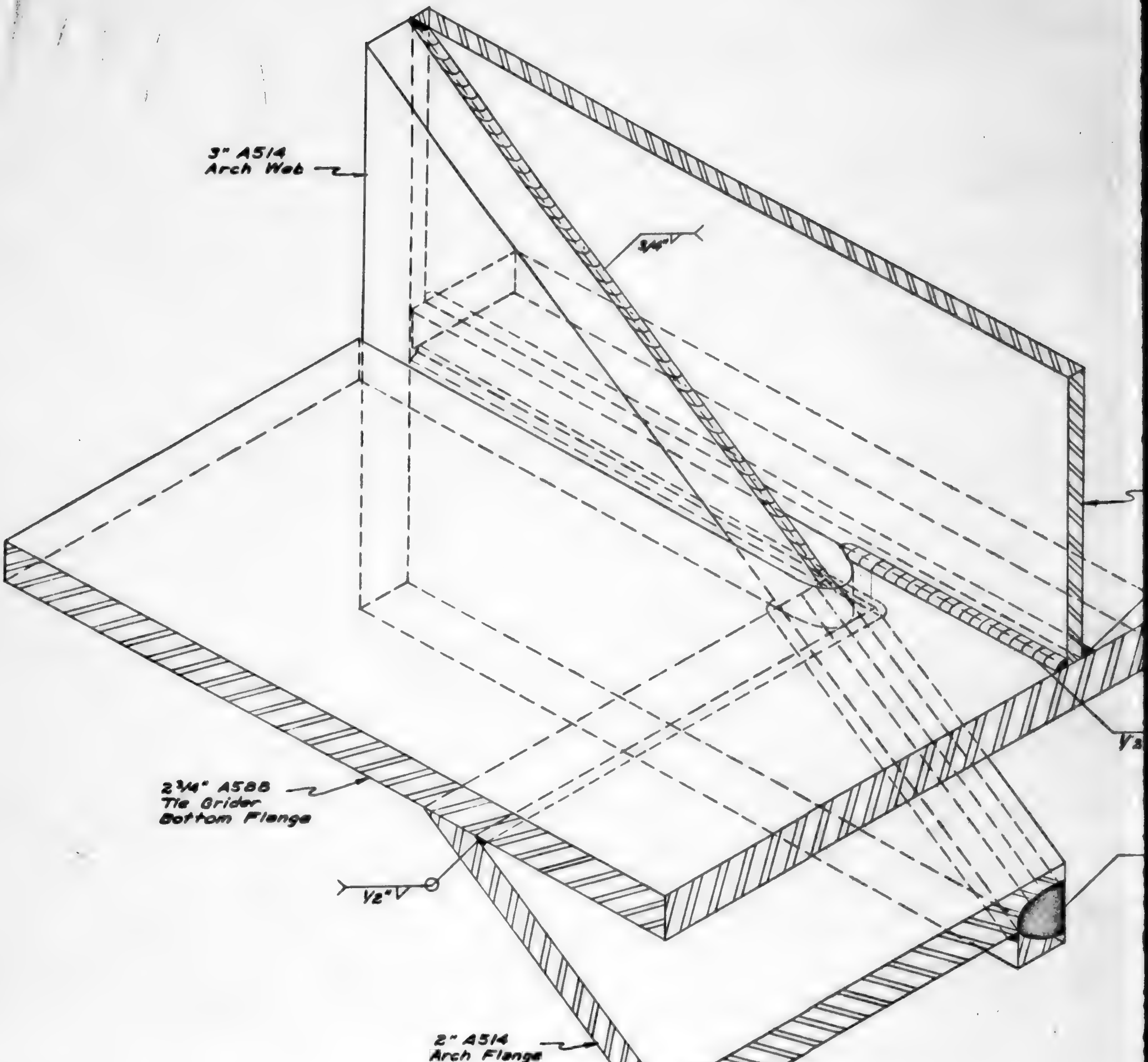
2. The plate sizes and structural geometry existing at this location would be expected to create difficulties during fabrication. Welds would have been put in under high restraint, and residual stresses would be expected to be very high. Both of these factors could have led to cracking during or shortly after fabrication.

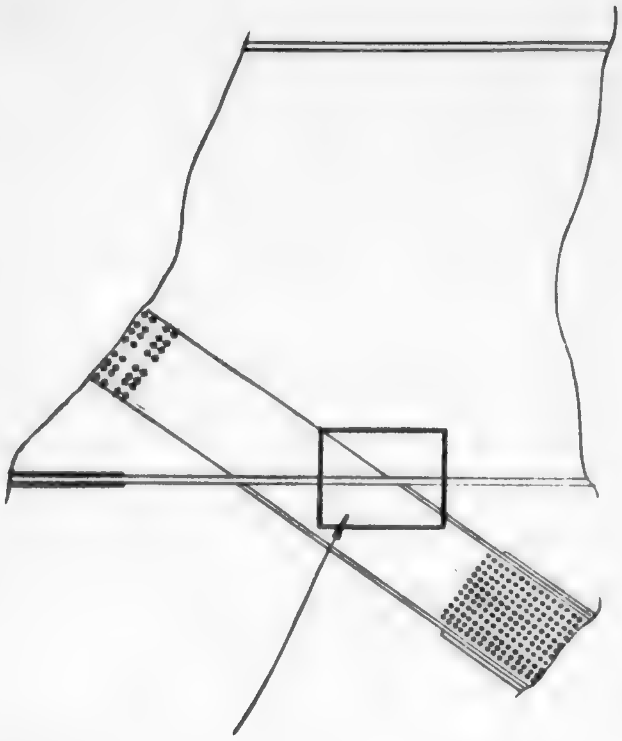
3. The geometry of the connection is such that large local stress concentrations are expected to exist. The magnitude of these concentrations cannot be determined accurately due to the complexity of the geometry.

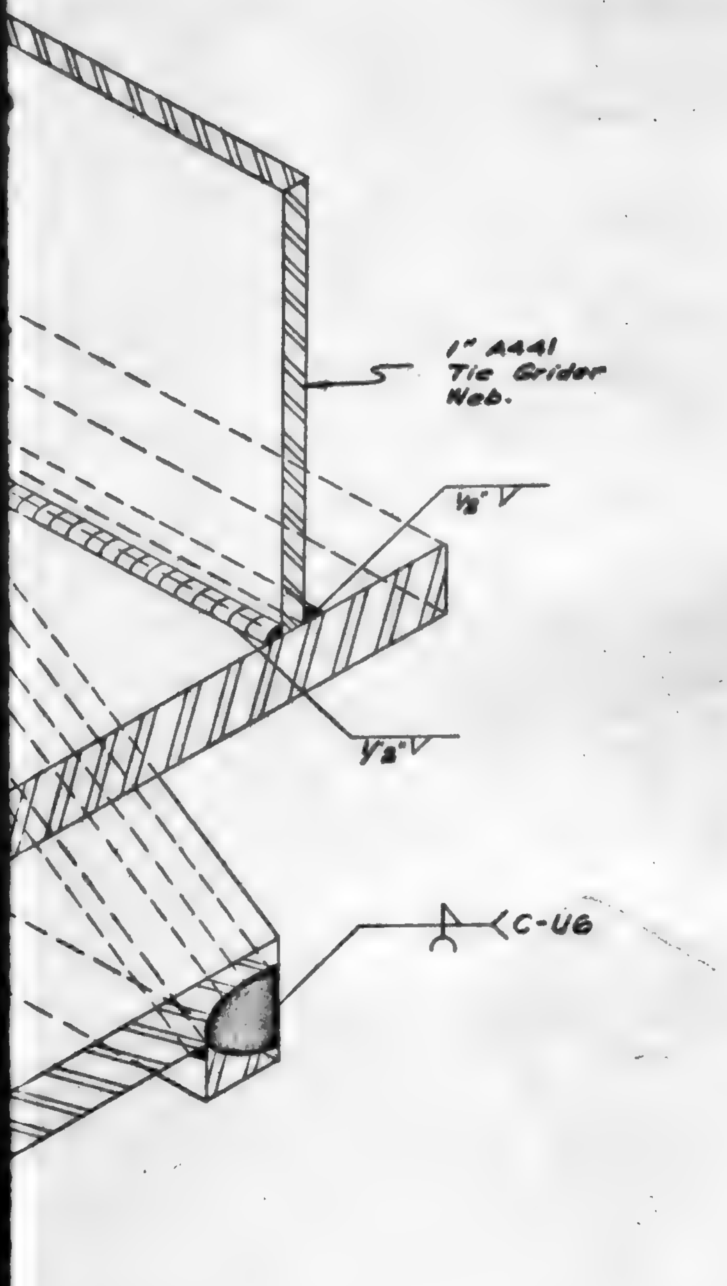
4. The applied stresses in the area may be high and fluctuating (see drawing 25230, attached). The actual stresses are indeterminate because of the complex geometry.

NOTED
P.A. ANDERSON

NOTED
W. J. HART


3" A514
Arch Web
3/4"
2 3/4" A588
Tie Grider
Bottom Flange
1/2" V
2" A514
Arch Flange





APPROVED:

BRIDGE ENGINEER

DEPUTY STATE HIGHWAY ENGINEER

DESIGNED
DRAWN L. GUERRERO
CHECKED
REVIEWED
REVIEWED
CALC. BOOK

DATE	REVISION

OREGON STATE HIGHWAY DIVISION
BRIDGE SECTION

FREMONT BRIDGE
STADIUM FREEWAY
MULTNOMAH COUNTY

SKETCH OF INTERSECTION OF TOP OF ARCH AND BOTTOM OF TIE GRIDER

ACCOMPANIED BY DWGS.

DATE
BRIDGE NO.

SHEET OF
DRAWING NO. Figure 1

Figures 2 thru 11 show exploration work on the subject fillet welds on the north arch web in the southeast corner of the bridge.

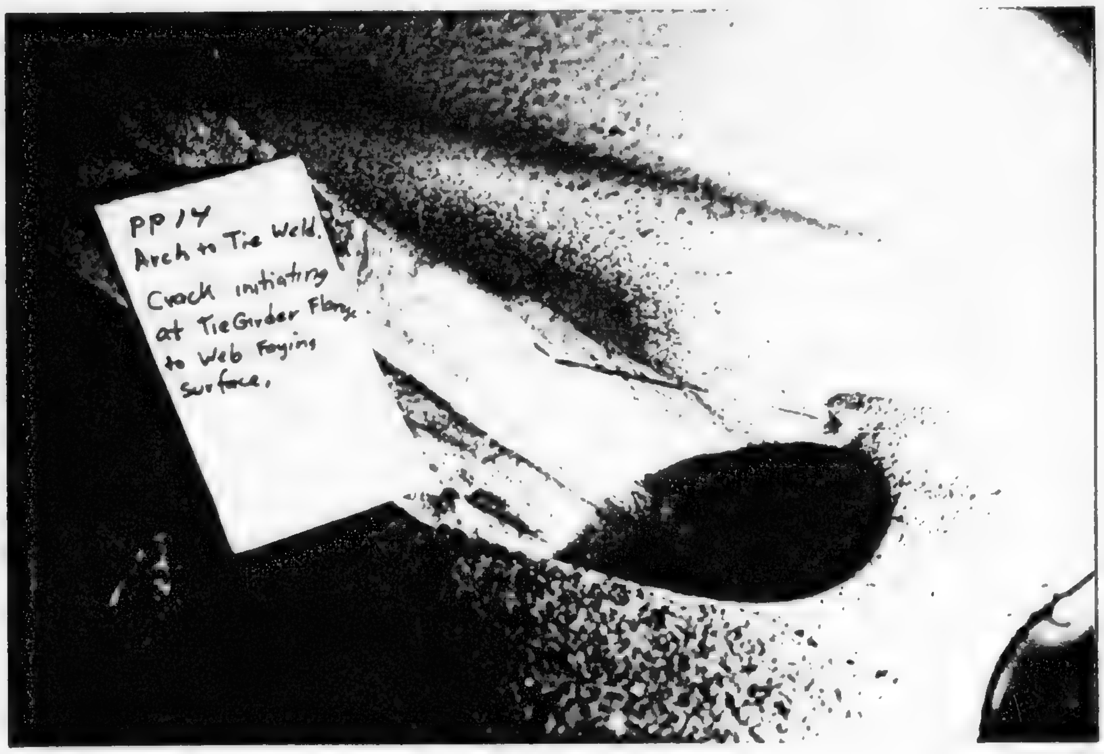

PP 14
Arch to Tie Weld.
Crack initiating
at TieGirder Flange
to Web Faying
surface.

Fig. 2

Figure 2 shows a crack propagating out of the faying surface between the tie girder web and bottom flange. The crack appears to follow the toe of the weld attaching the arch web plate to the tie girder.

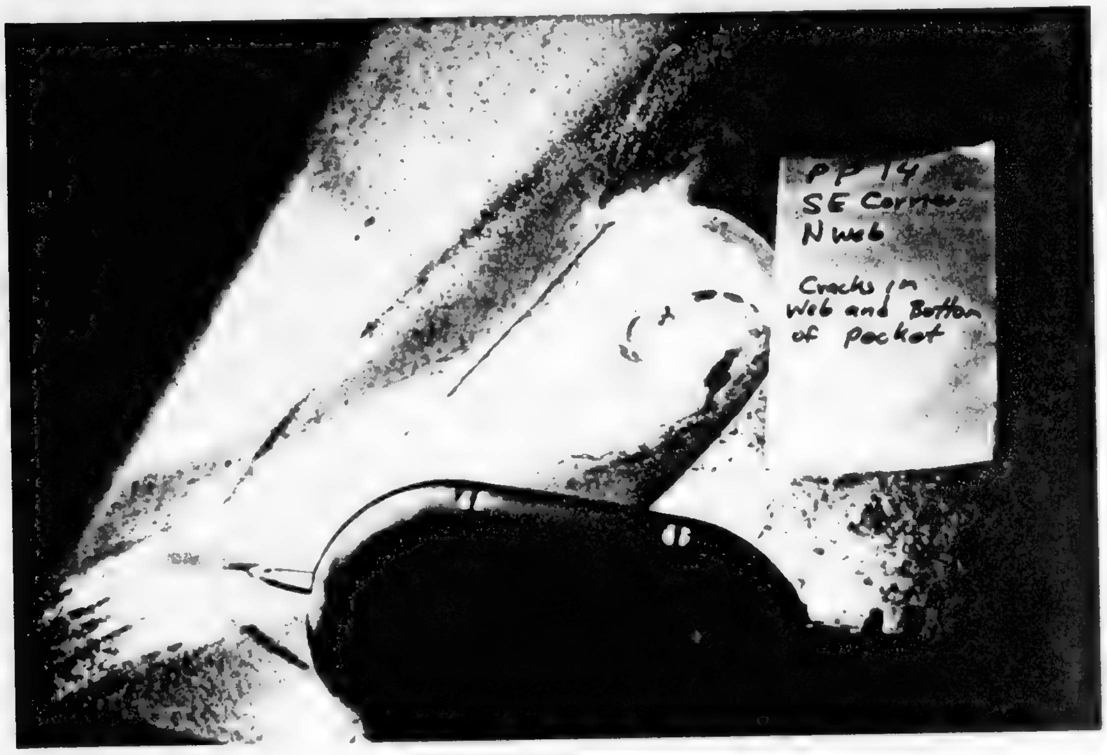

PP 14
SE Corner
N web
Cracks in
Web and Bottom
of pocket

Fig. 3

Figure 3 shows cracking in the bottom of the pocket formed by the end of the slot in the bottom flange and end of the top flange plate of the arch. From Figure 1 it can be seen that this is probably in an area of all-weld metal. It is presumed that this crack has formed since the bridge was erected because, as noted above, the area was ground out and dye-checked during erection.

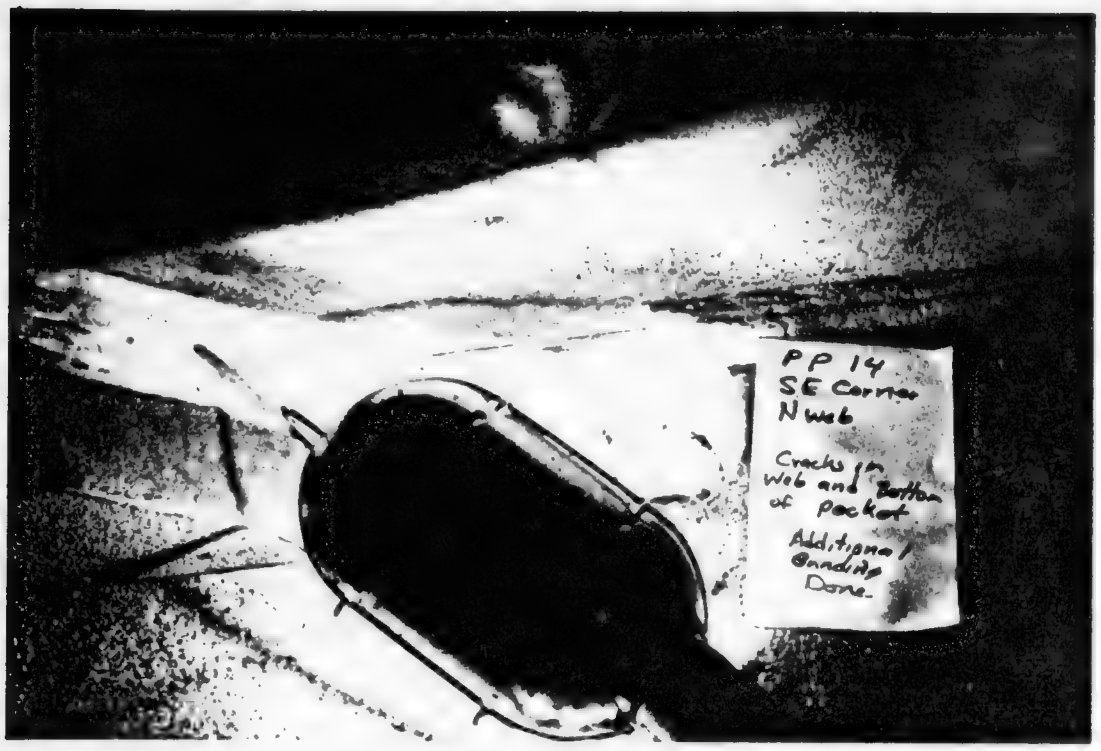

PP 14
SE Corner
N web
Cracks in
Web and Bottom
of Pocket
Additional
Grinding
Done

Fig. 4

Figure 4 shows the detail after more metal was removed.

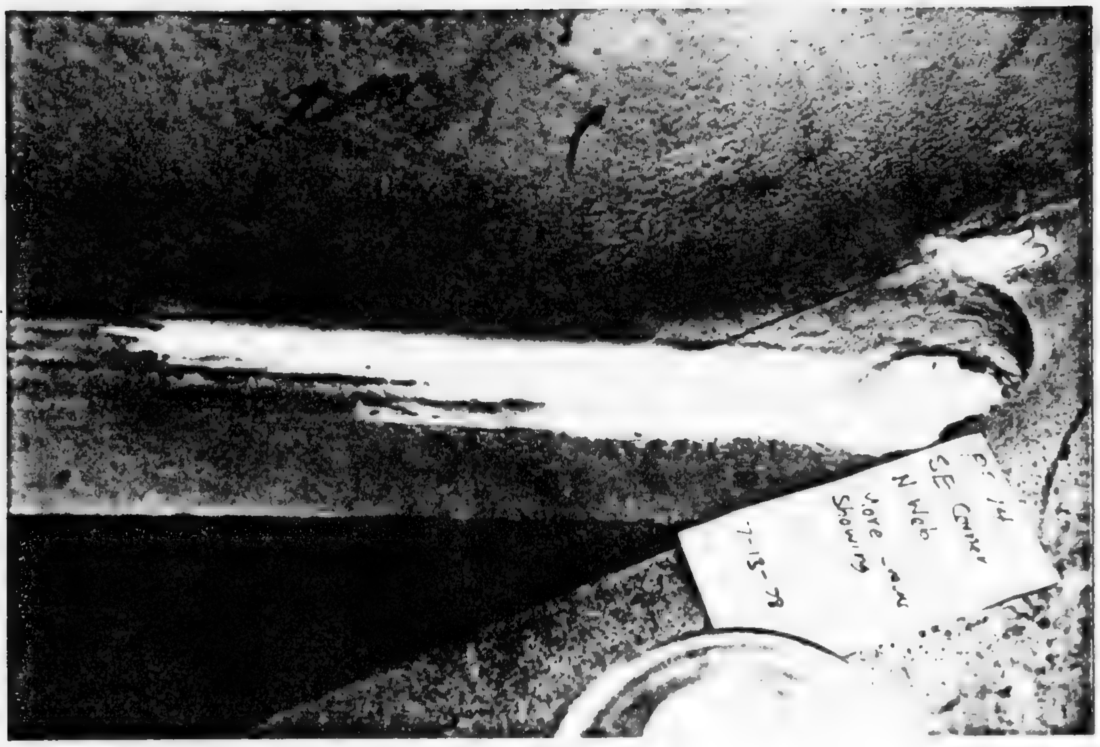


Fig. 5

Figure 5 shows the detail after still more metal was removed. Note that the crack that originally followed the toe of the fillet weld is now more in line with the faying surface between the web and bottom flange of the tie girder.

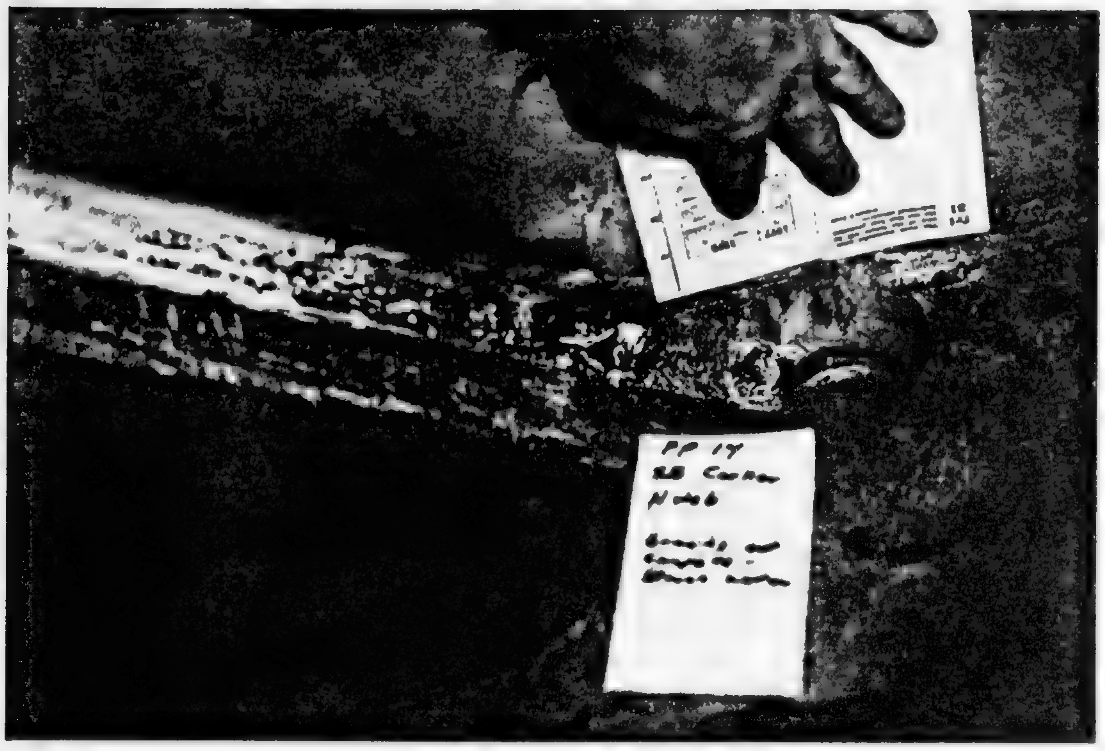


Fig. 6

Figure 6 shows the detail after the excavation had penetrated through to the root of the fillet weld. When the root was penetrated, an estimated several gallons of water flowed out from between the plates.

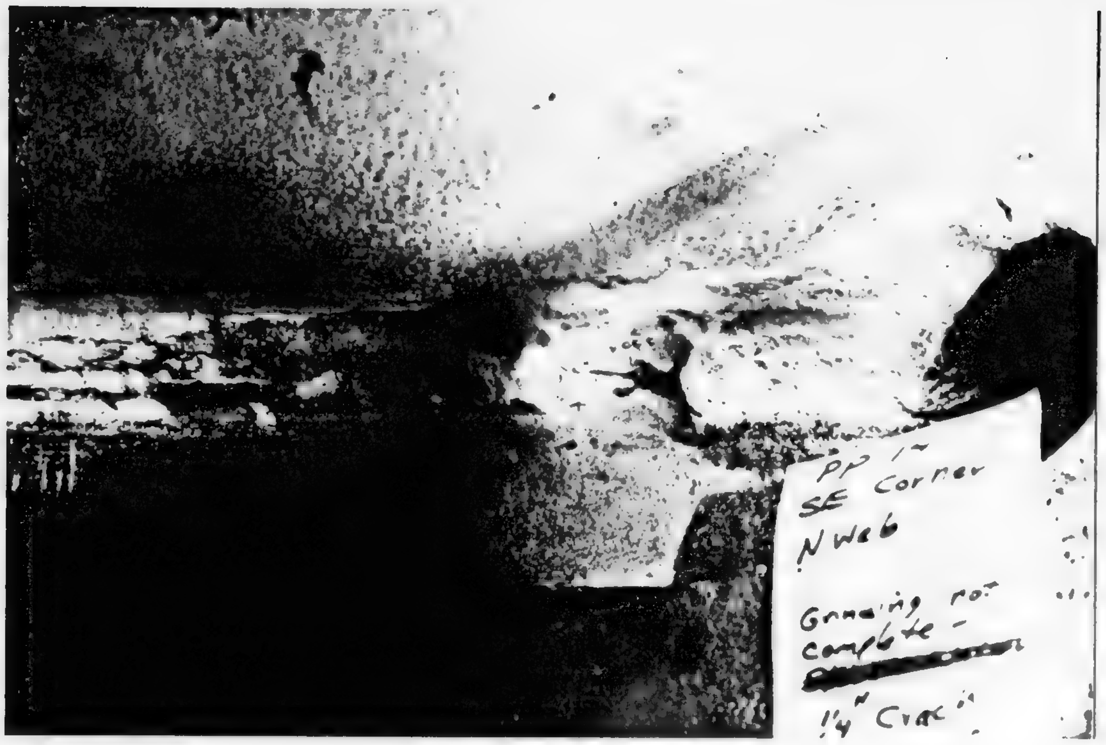

PP 1 –
SE Corner
N Web
Grinding not
complete –
1/4" Crack

Fig. 7

Figure 7 shows the excavation after water flow stopped and dye penetrant inspection applied.

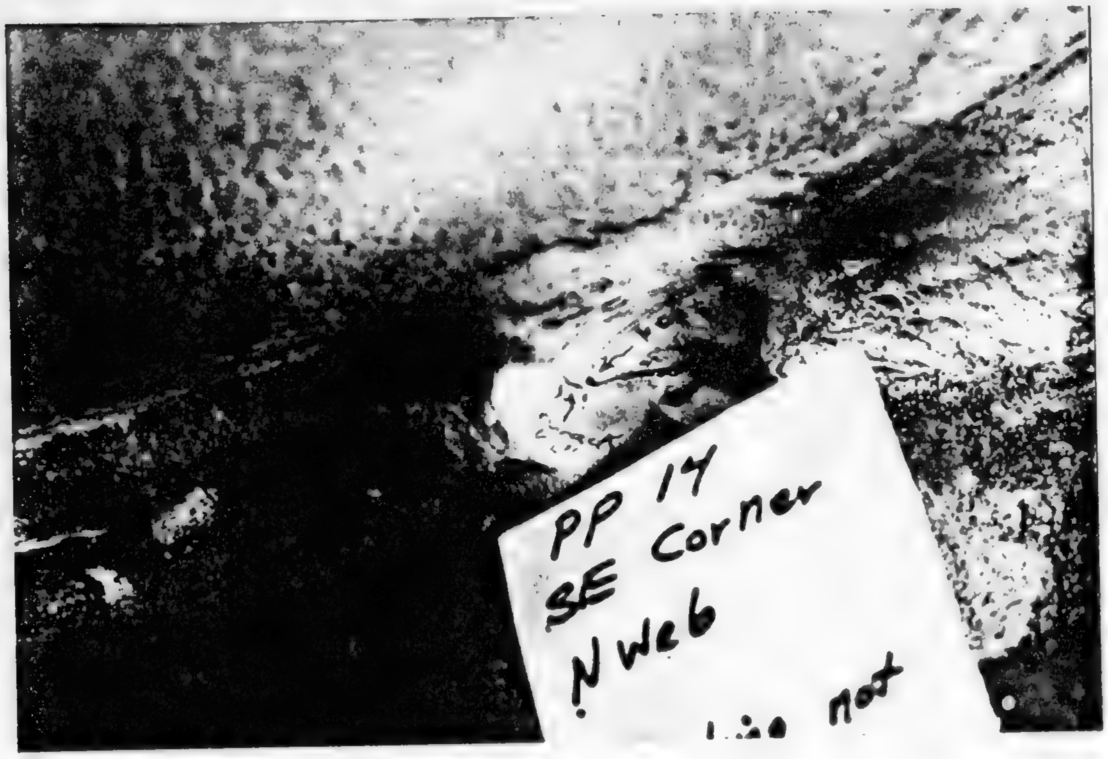

PP 14
SE Corner
N web
not

Fig. 8

Figure 8 shows a closeup of the excavation as shown in Figure 7.

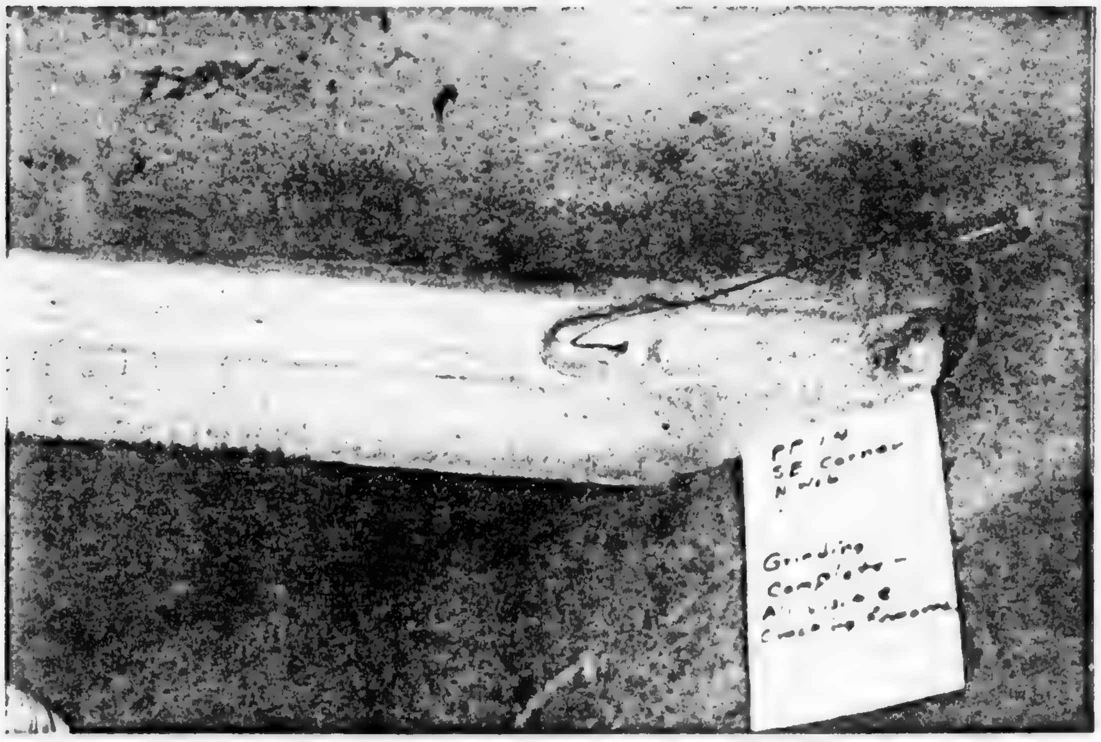

PP 14
SE Corner
N Web
Grinding
Complete -

Fig. 9

Figures 9 and 10 show the excavation after all visible cracks have been removed. The connection was left in this condition.

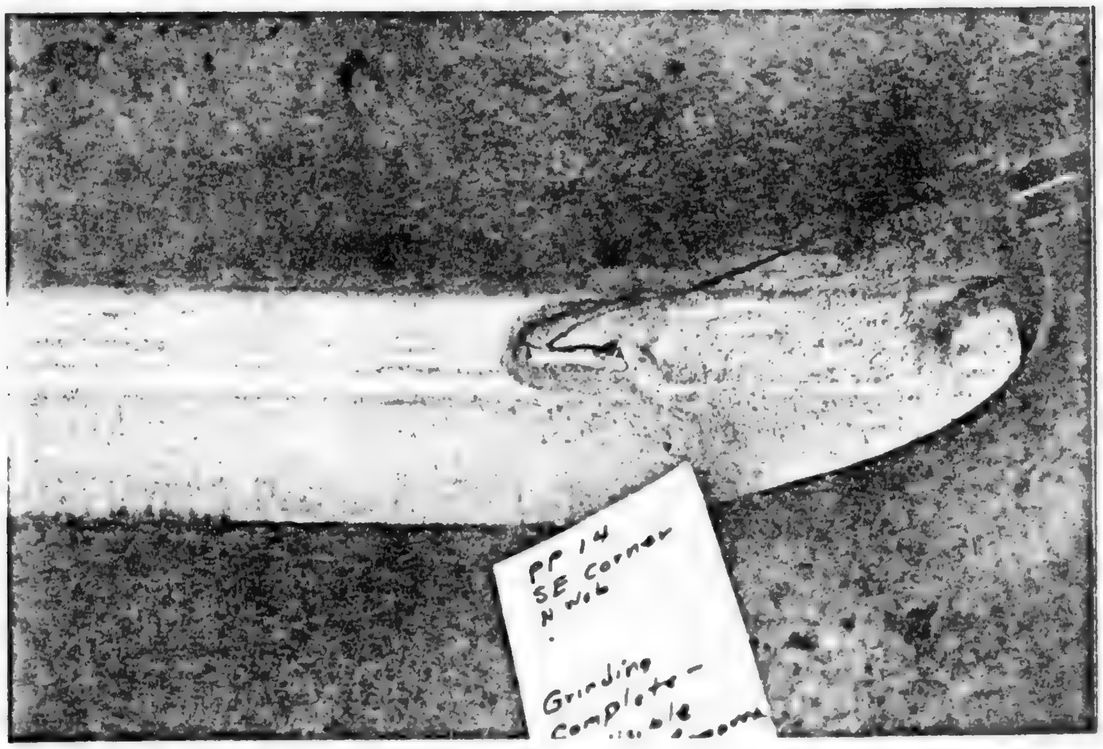

PP 14
SE Corner
N Web
Grinding
Complete -

Fig. 10

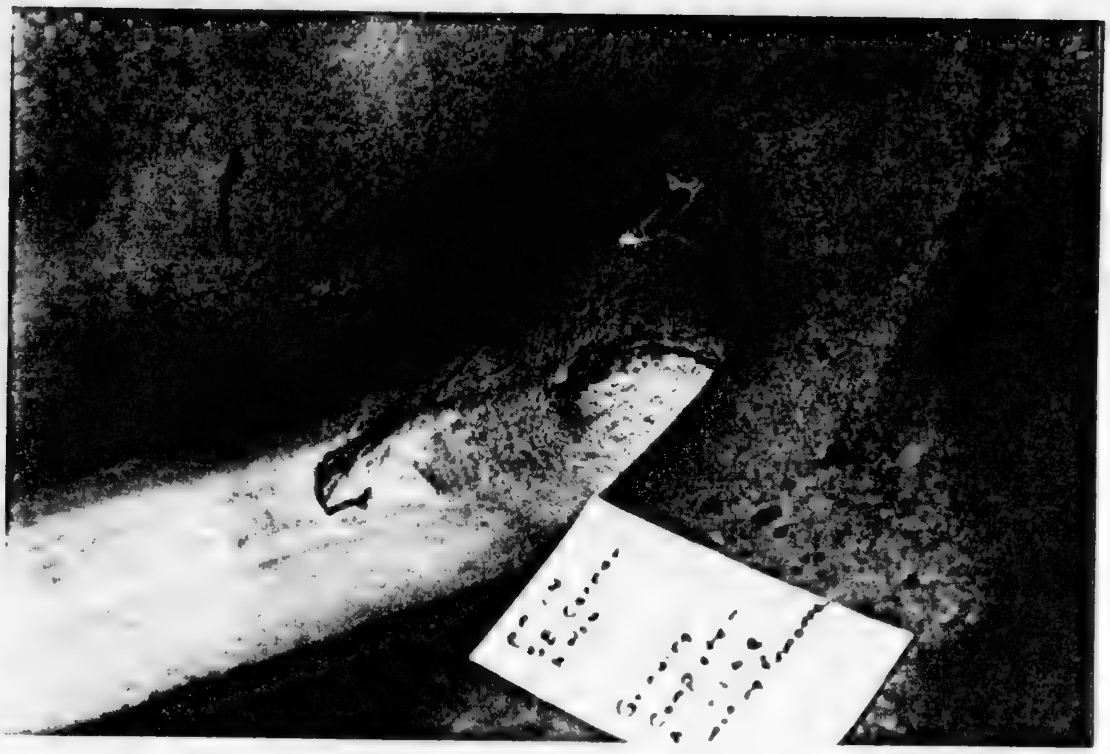


Fig. 11

Figure 11 shows the bottom of the pocket formed by the slot in the bottom flange after all cracks were removed.

Figures 12 thru 15 show work done on the south arch web on the southeast corner of the structure.

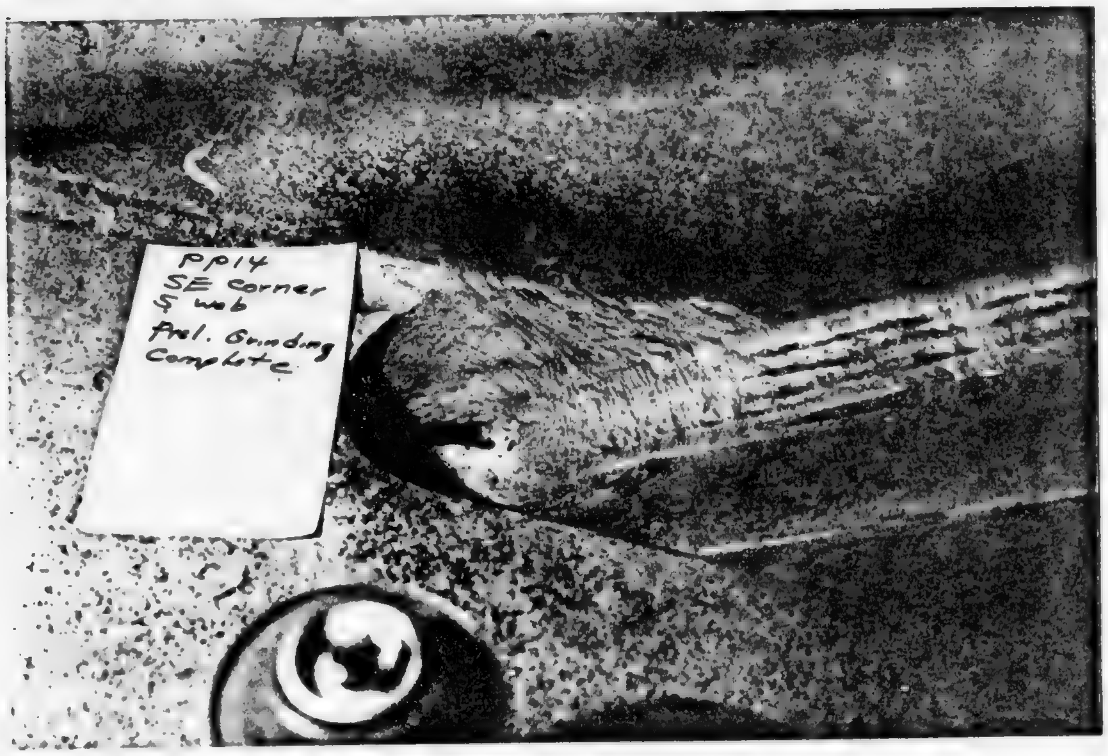

PP14
SE corner
S web
Prel. Grinding
Complete

Fig. 12

Figure 12 shows the joint after preliminary cleanup grinding to smooth out surfaces and remove paint. Some indications appear along the toe of the weld.

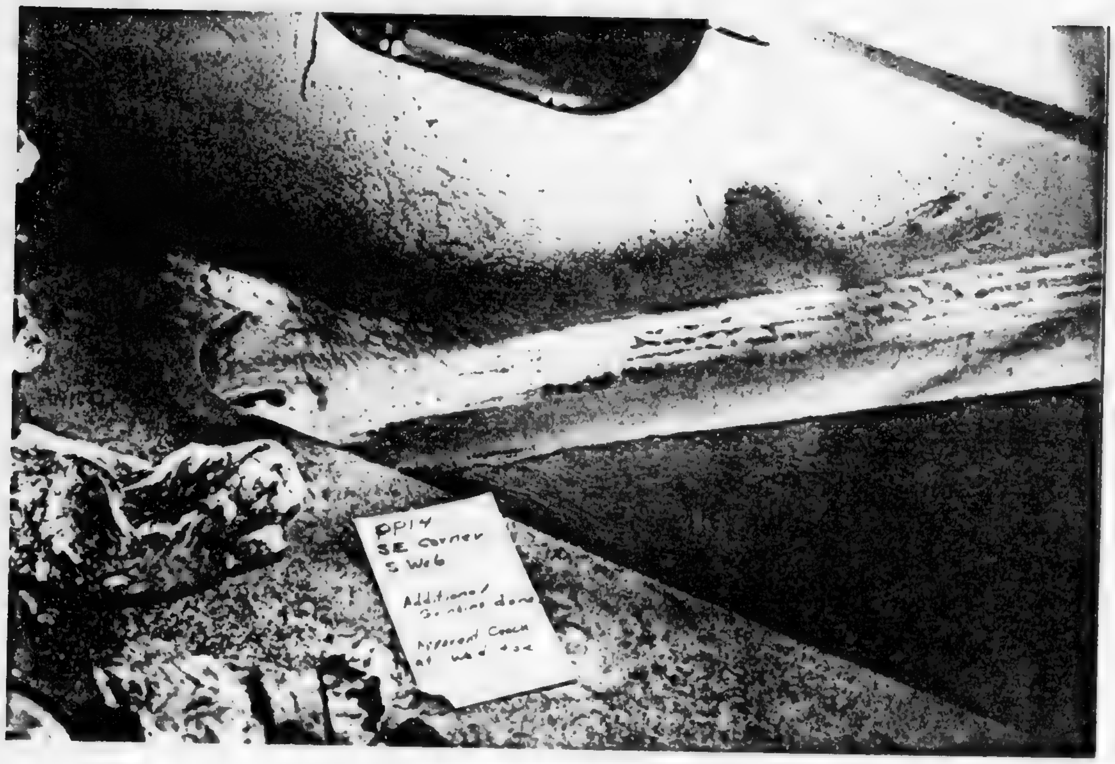

PP14
SE Corner
S Web
Additional
Grinding done
Apparent Crack
at weld toe

Fig. 13

Figure 13 shows the weld after more cleanup. Note more cracking along toe of weld.

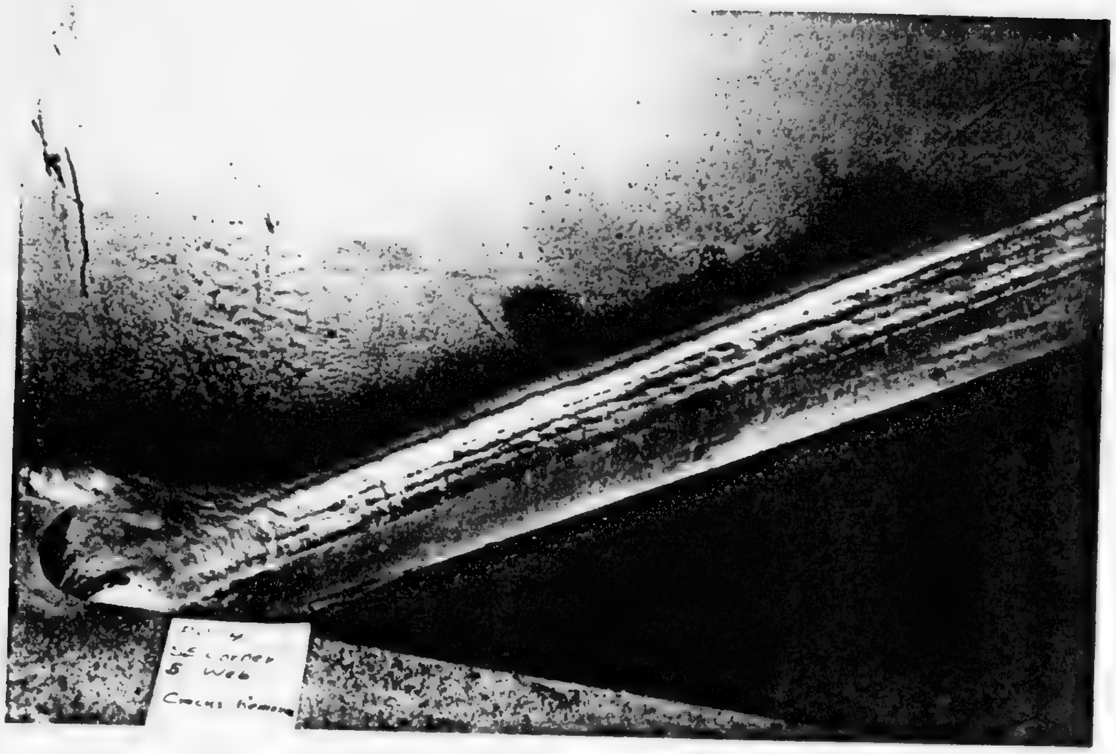

Corner
S Web
Cracks Removed

Fig. 14

Figure 14 shows this detail after all cracks were removed. Cracking along weld toe was relatively shallow.

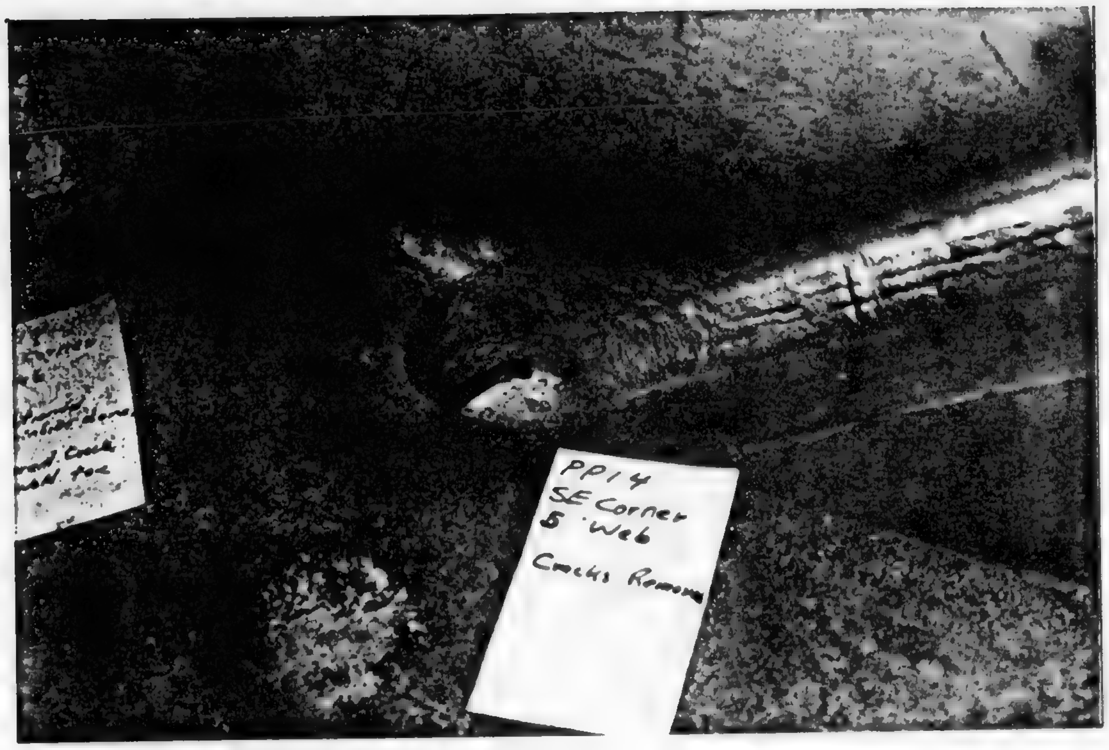


Fig. 15

Figure 15 shows more detail of the bottom of the pocket after grinding was complete. Indications at bottom of weld appear to be porosity, but may have related cracking that would show up with further excavation.

In summary I am very concerned about the nature and location of the cracks shown herein. The factors mentioned above that led us to inspect this location make these cracks potentially very serious.

No simple solution to eliminate the problem is evident. As a preliminary precaution, I suggest we remove all cracking from similar areas in the structure as was done here. This will probably not provide a long-term solution to the problem, but will make conditions better than they are now. This should probably be done before cold weather sets in.

It is recommended that the live load stresses in this area be checked with strain gages to attempt to determine how much of the cracking might have been caused by live load stresses. Dynamic strain information could also be used to help determine what long term corrective steps should be taken.

It is also recommended that methods of providing a long term solution to this area be sought.

GCT:dh

cc John Jenkins
H. A. Schell

STATE OF OREG

INTERO CE MEMO

TO: Memo to the File

DATE: July 19, 1978

SUBJECT:

Fremont Bridge Main Span
Examination of Fillet Welds at
Lifting Beam Stiffeners at
Panel Point 14
Bridge 2529

FROM: Gary C. Teeter
Gary C. Teeter

The following are comments, sketches, and photographs of cracks in fillet welds attaching the heavy stiffeners to the webs and bottom flanges of the tie girders at Panel Point 14 in the Fremont Bridge.

The location of the subject stiffeners in the structure is identified in attached drawing No. 25227. Structural details in this area are shown on attached shop drawings Nos. 104CG, 104DG, 104EG, 104FG, and 104G.

The stiffeners at this location were originally installed to transfer the bearing loads, imposed by the lifting beams used during erection, into the webs of the tie girder. They have no structural reason for being in the bridge at this time.

The tie girder at this point is considered fracture critical, i.e., failure of the tie girder could cause catastrophic collapse of the structure.

The design stresses in this area are shown on drawing 25230. The design stress in the bottom flange is shown to vary from 1.04 ksi compression to 24.82 ksi tension. These numbers should be somewhat lower at the point in question due to the fact that the web is one inch thick at this point instead of one-half inch as used in the design calculations. Also, design conditions are seldom realized by the structure. The stresses shown on Sheet No. 25230 do indicate, however, that a fairly large stress range could be expected at this location, with an associated risk of fatigue damage in regions of high stress concentration.

Because of the inherent high stress concentration associated with the stiffener detail, and the high residual stresses that would be expected in such a complex welded connection, it was decided that the welds should be ground smooth and checked with dye penetrant.

No visible signs of distress were noted before grinding was started. All grinding was done with a one-half inch diameter round ended carbide burr to minimize heat.

Four weld details were checked, i.e., each side of two stiffeners at one corner of the structure.

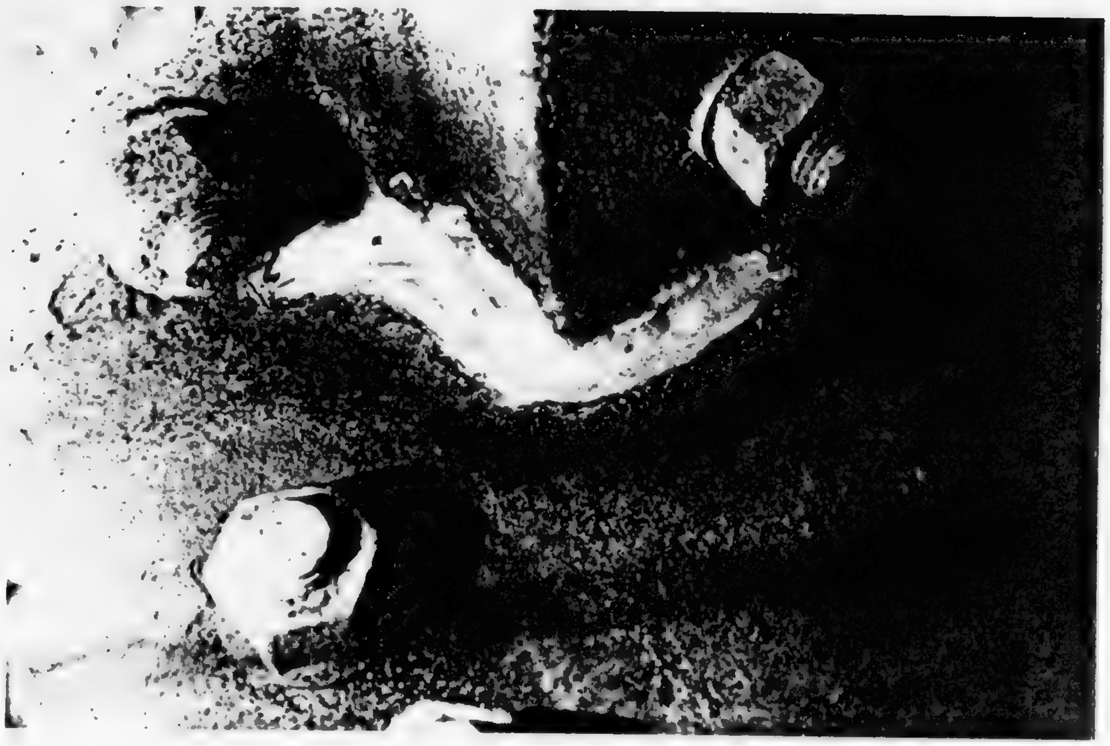


Fig. 1

Figure 1 shows a typical dye indication after initial grinding. The dye shows cracking into the bottom flange along the toe of the fillet weld. This figure also shows an indication at the intersection of the three welds that turned out to be a combination of slag and cracking.

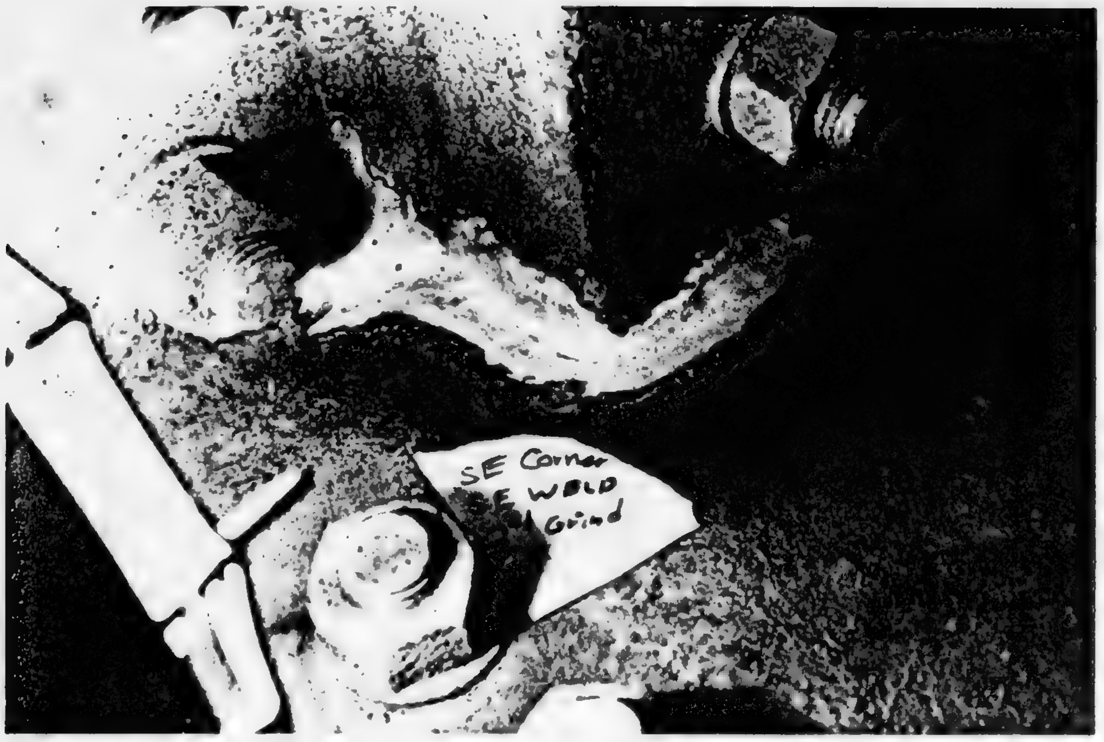

SE Corner
E WELD
Grind

Fig. 2

Figure 2 shows the same weld after more grinding. Note that the crack along the weld toe is less pronounced.

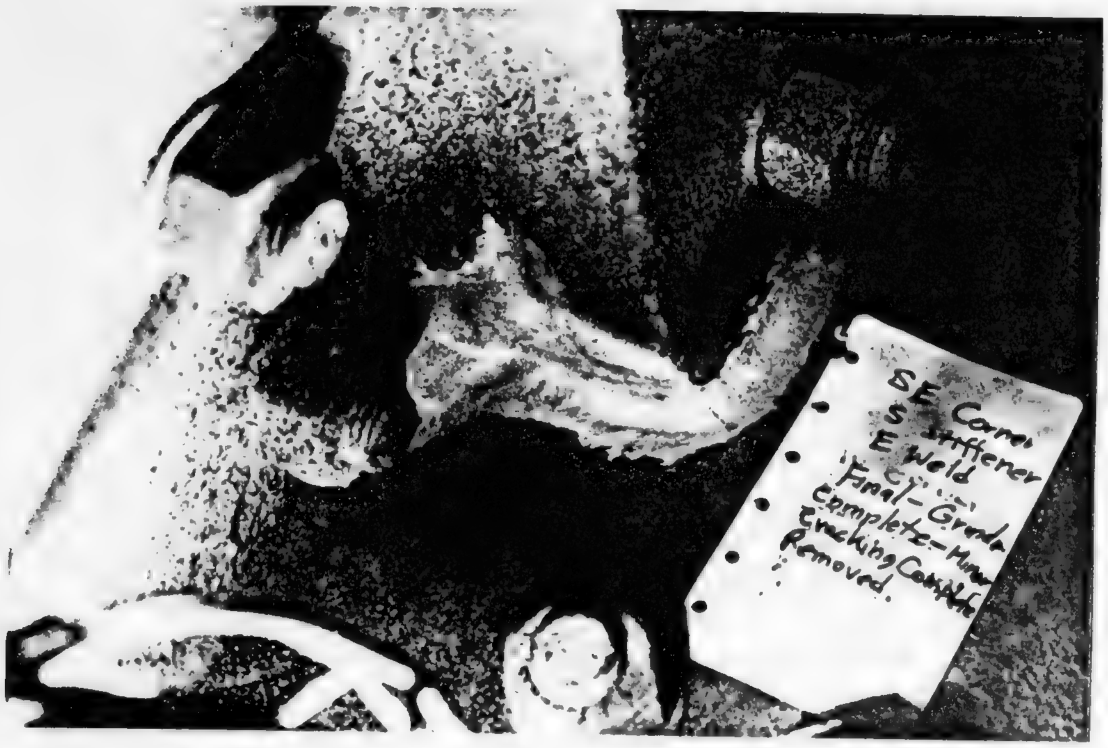

SE Corner
S stiffener
E Weld
Final - Grind
Complete - Minor
Cracking Complete
Removed.

Fig. 3

Figure 3 shows the same weld after all cracks were removed. Note that a considerable pocket was formed in the corner intersection of the three welds by removal of cracking in that area.

Fig. 4

Fig. 4 shows the weld on the east side of the north stiffener after considerable cleanup. Minor cracking along the toe of the fillet has been removed. Note crack in corner.

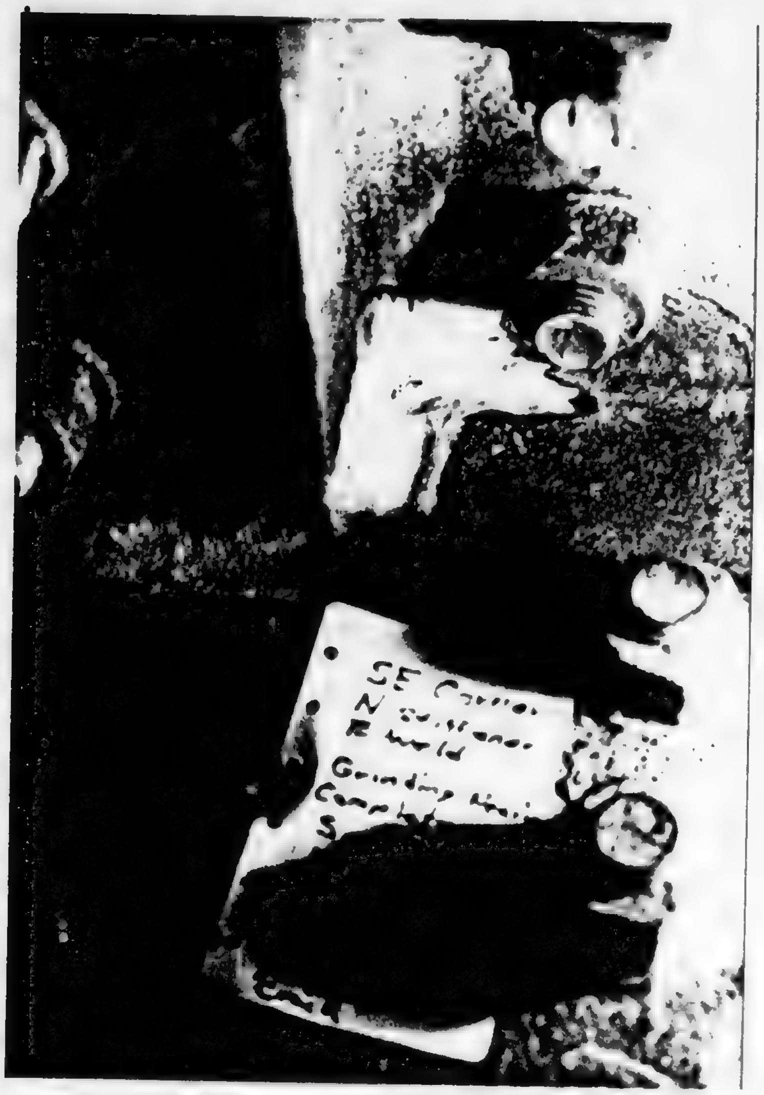

SE Corner
N stiffener
R weld
Grinding
S

Fig. 5

Figure 5 shows crack after further cleanup.

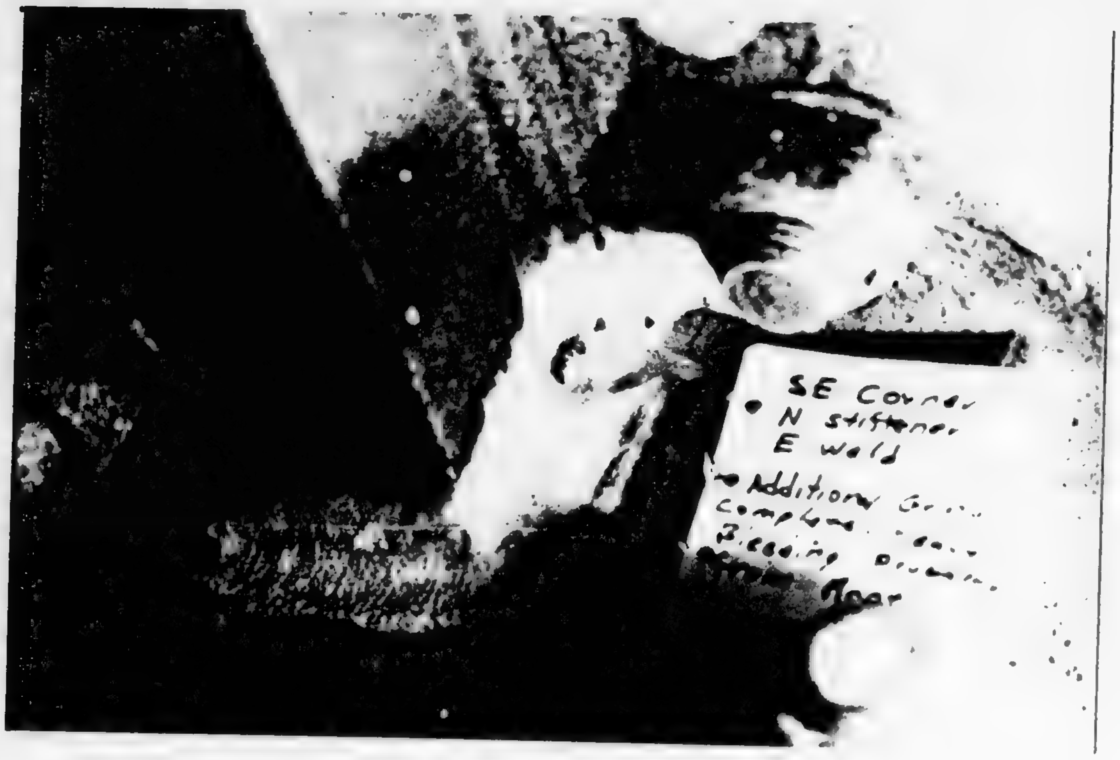

SE Corner
N stiffener
E weld
Additional
Complete
Bleeding

Fig. 6

Figure 6 shows crack after grinding through weld into faying surface between stiffener and bottom flange.

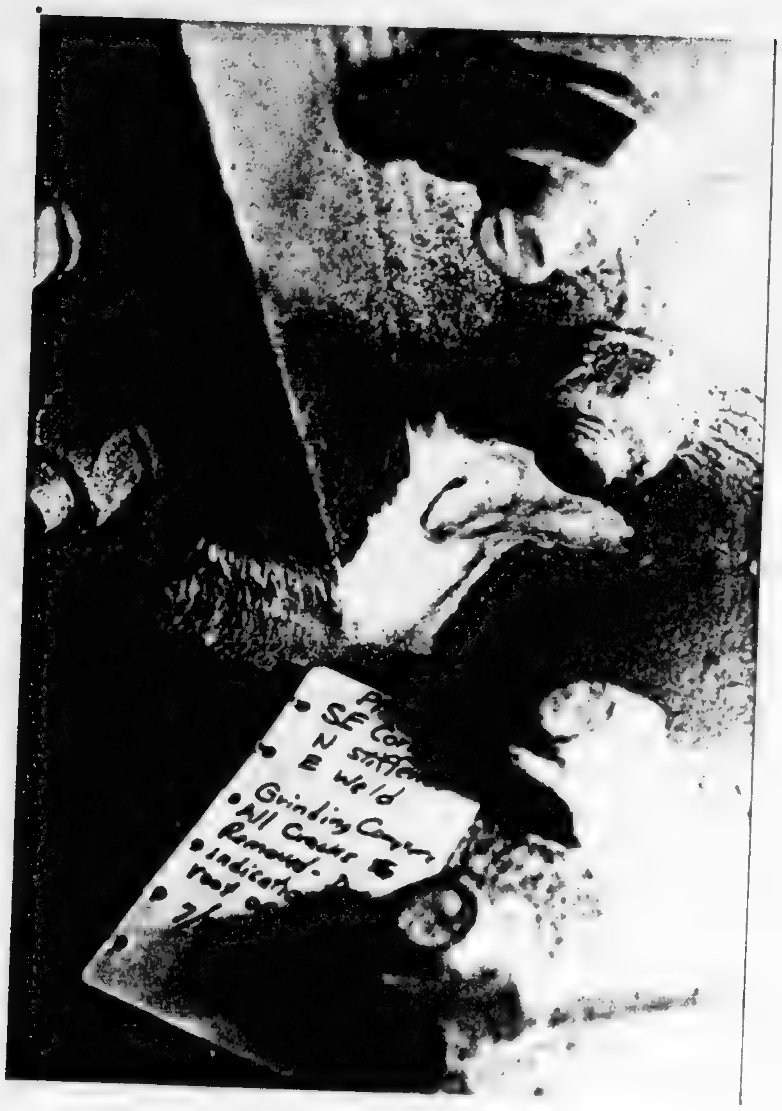

SE Cor
N stiffe
E weld
Grinding Compan
All Cracks
Removed.
indicat
7/

Fig. 7

Figure 7 shows joint after all cracks were removed.

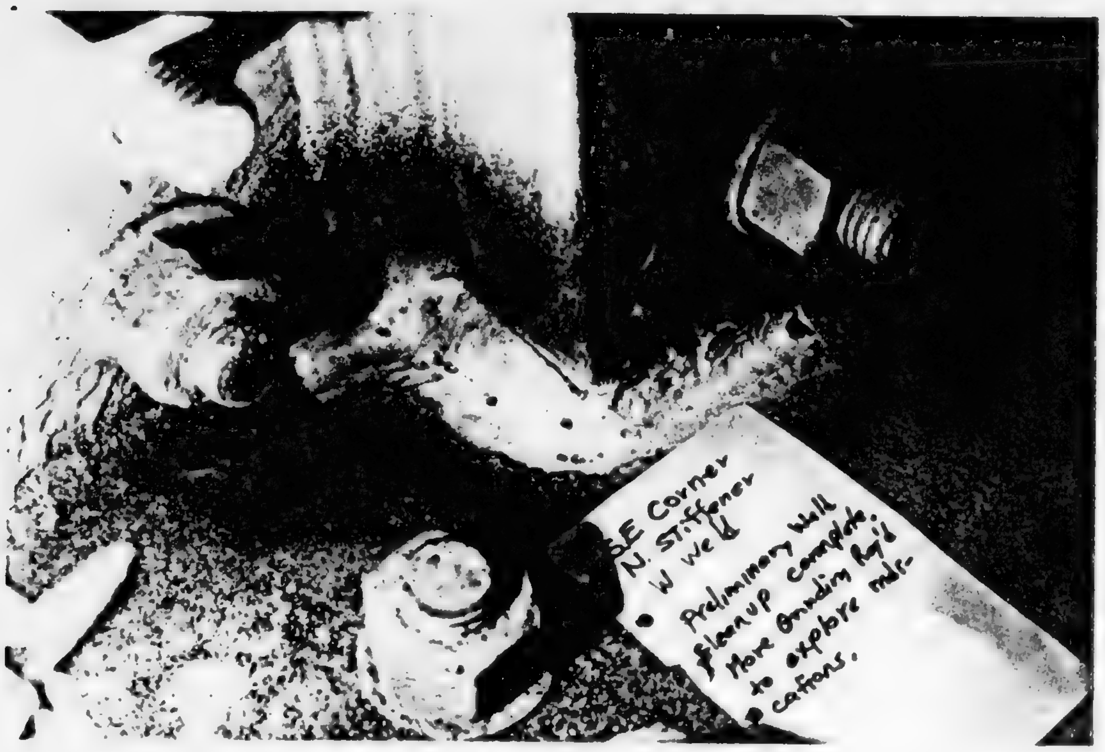

SE Corner
N. Stiffener
W Weld
• Preliminary Weld
cleanup complete.
More Grinding req'd
to explore indic-
cations.

Fig. 8

Figure 8 shows the west weld of the north stiffener after preliminary cleanup. Note the indications along the bottom toe and the large crack along the toe adjacent to the stiffener.

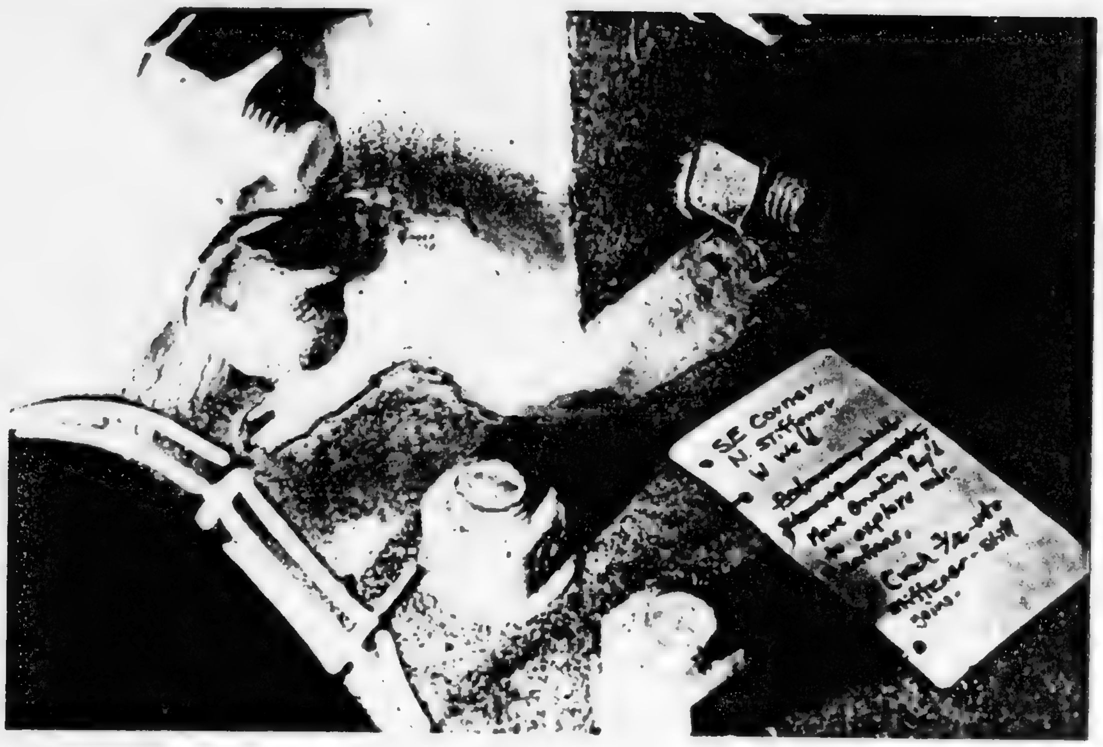

SE Corner
N stiffener
W weld
More Grinding
Crack
stiffener - still

Fig. 9

Figure 9 shows this joint after more grinding.

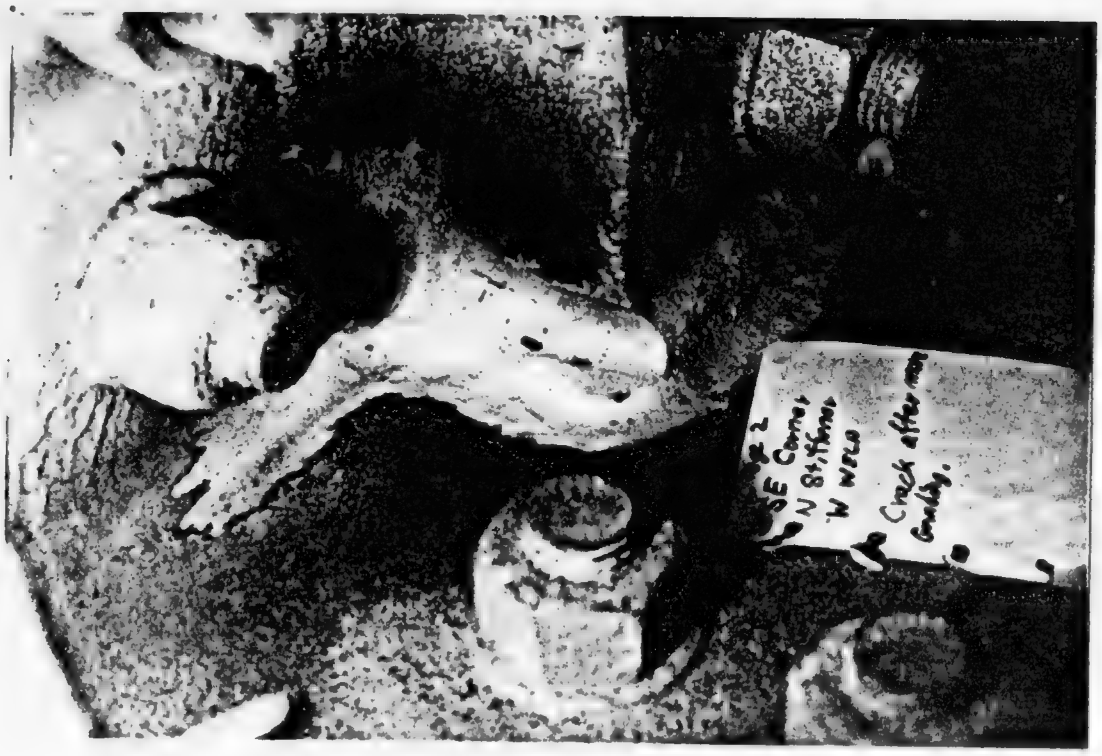

#2
SE Corner
N Stiffener
W Weld
Crack after
Grndg.

Fig. 10

Figure 10 shows the joint after more grinding.

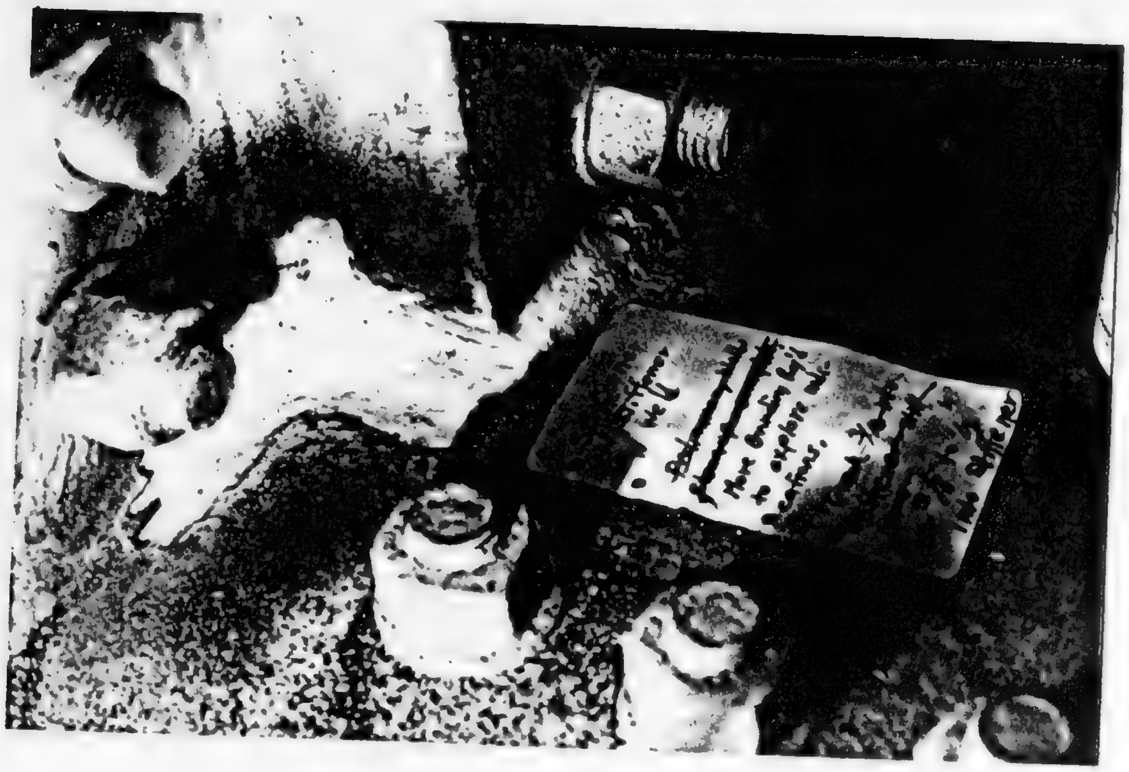
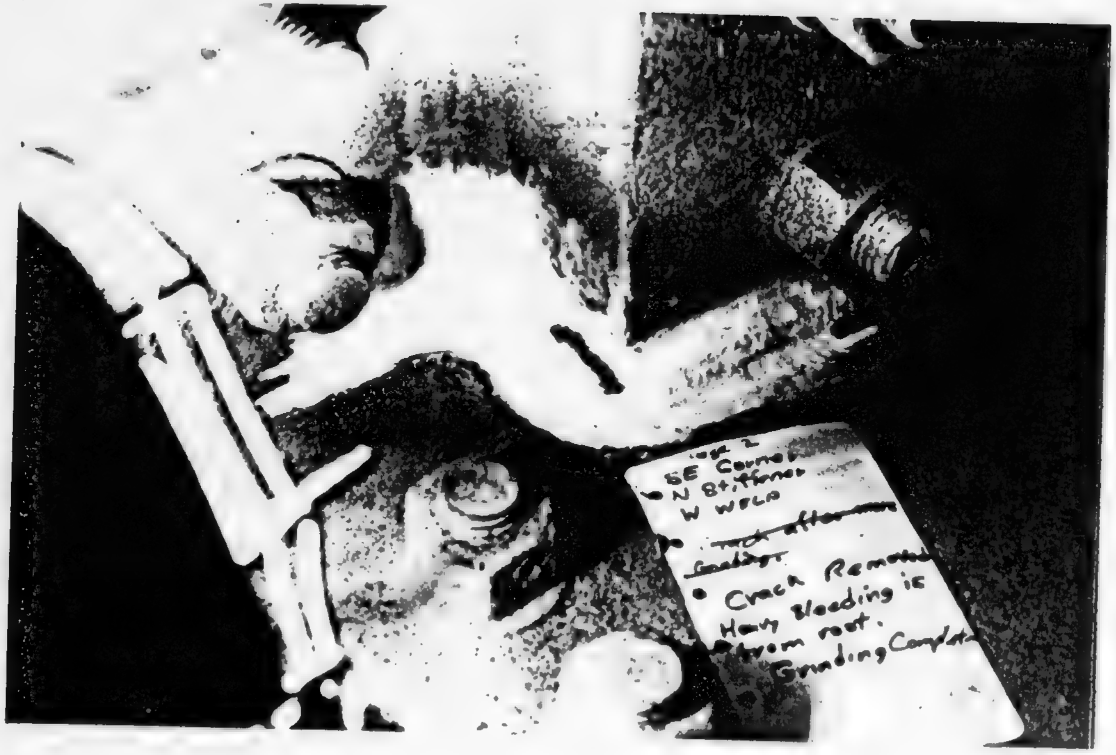


Fig. 11

Figure 11 Shows the joint after more grinding.

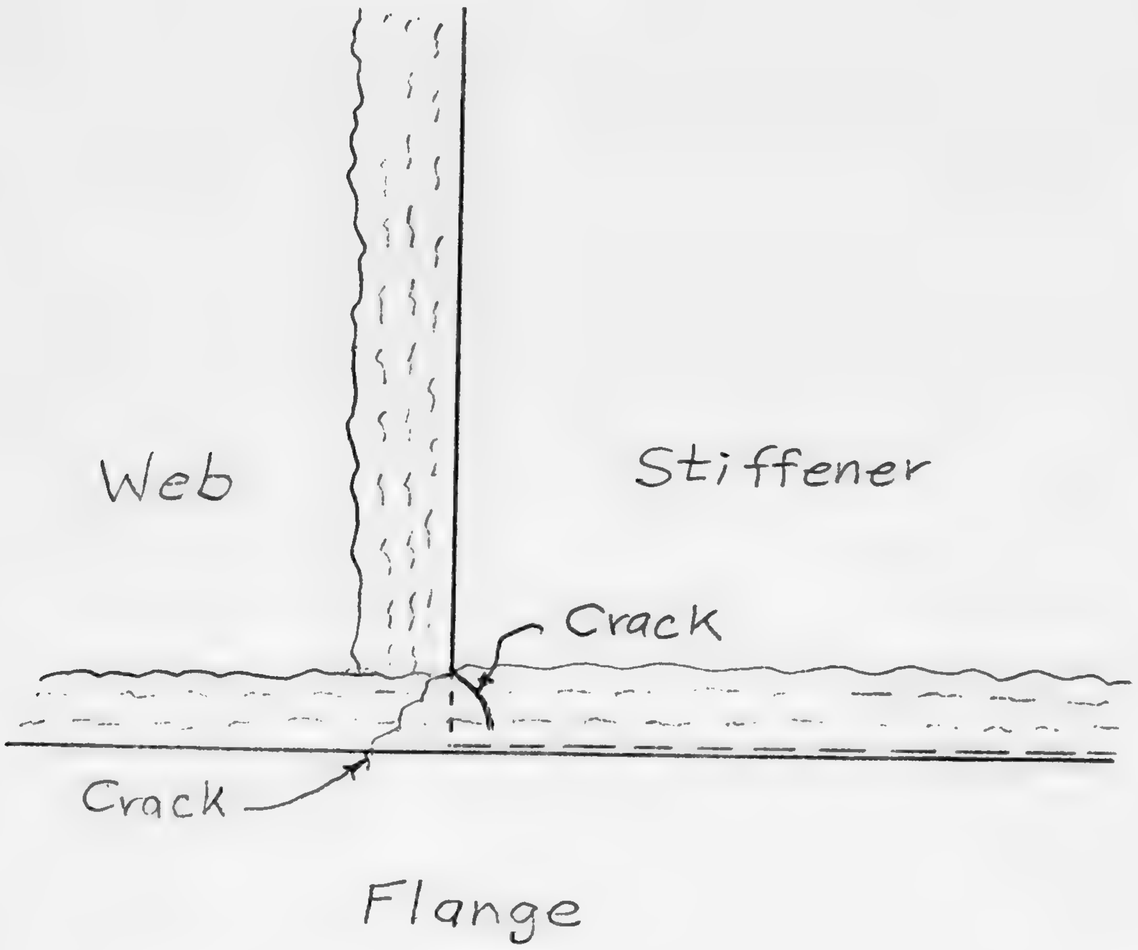


SE Corner
N Stiffener
W WELD
Crack Removed
Heavy Bleeding is
from root.
Grinding Complete

Fig. 12

Figure 12 shows the joint after grinding was completed. The dark line indication is the faying surface between the bottom plate and the stiffener.

Figure 13 shows the orientation of the crack that was removed from the west corner of the north stiffener.


Web
Stiffener
Crack
Crack
Flange

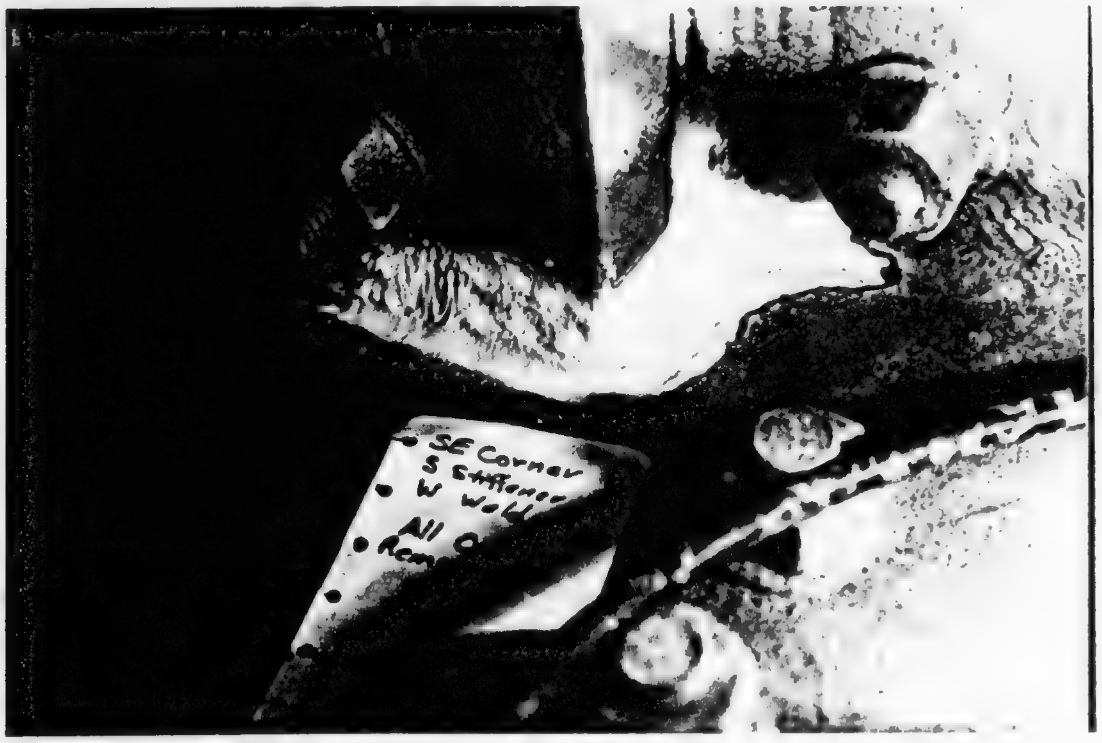
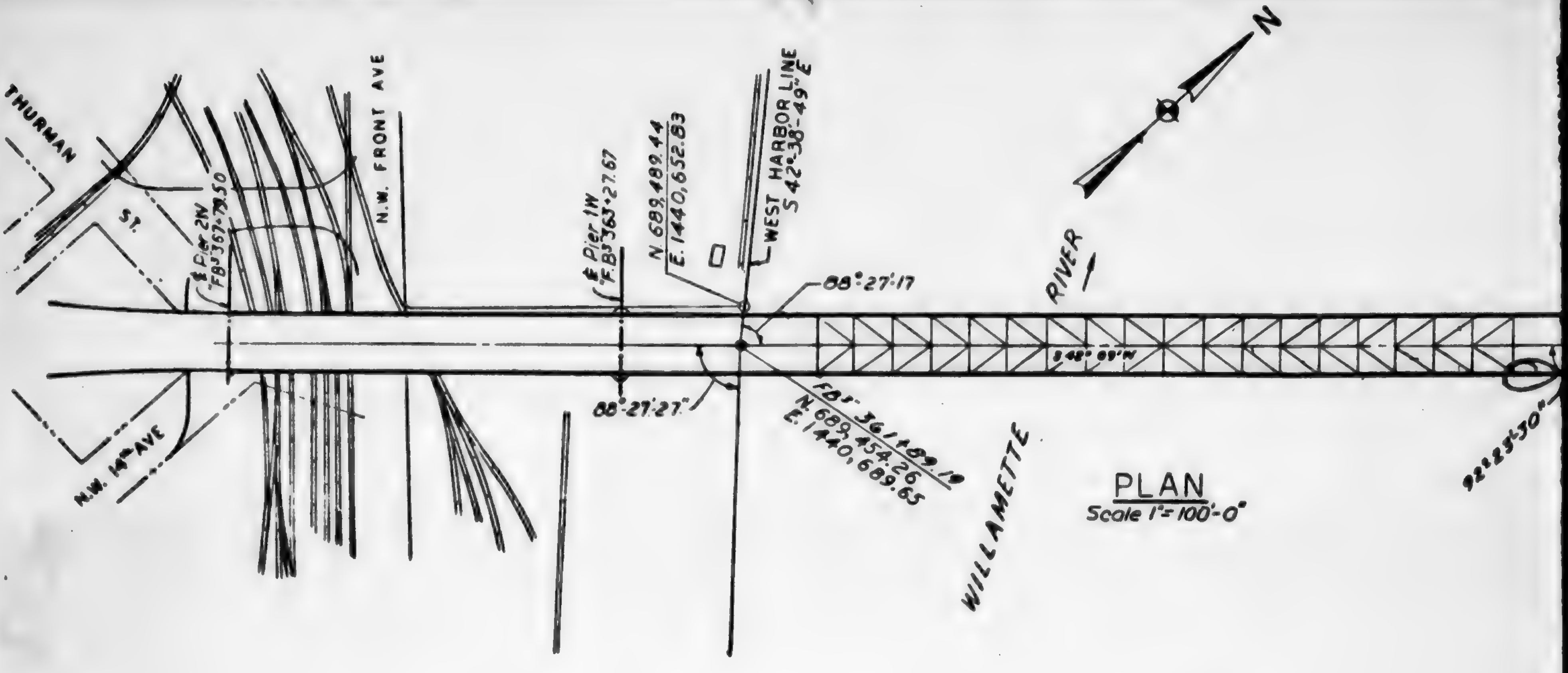

SE Corner
S Stiffener
W Weld
All C
Rem

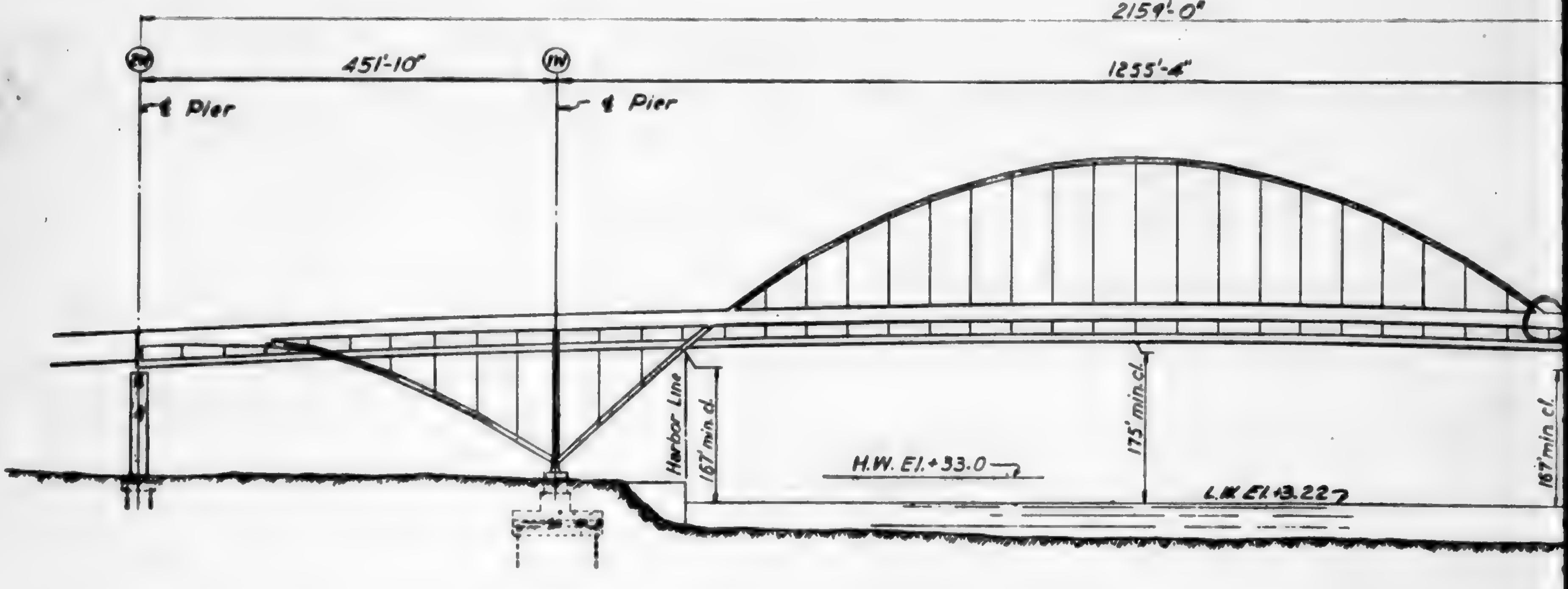
Fig. 14

Figure 14 shows the west weld on the south stiffener after grinding was completed. Cracking was detected along the toe of the weld and has been removed.

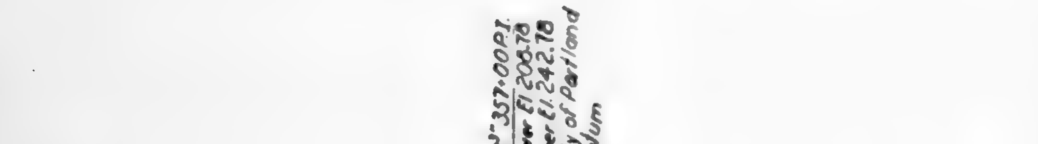
GCT:dh


N
THURMAN
ST.
N.W. 14th AVE
N.W. FRONT AVE
℄ Pier 2W "F.B." 367+79.50
℄ Pier 1W "F.B." 363+27.67
N. 689,489.44
E. 1440,652.83
WEST HARBOR LINE
S 42°-38'-49" E
88°-27'-17
88°-27'-27"
"F.B." 361+89.19
N. 689,454.26
E. 1440,689.65
RIVER
WILLAMETTE
S 48° 09' W
92°-25'-30"

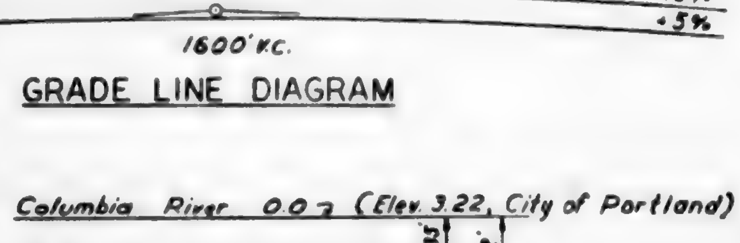
PLAN
Scale 1" = 100'-0"


2159'-0"
451'-10"
1255'-4"
2W
1W
℄ Pier
℄ Pier
Harbor Line
167' min. cl.
175' min. cl.
167' min. cl.
H.W. El. +33.0
L.W. El. +3.22

ELEVATION
Scale 1" = 100'-0"


"F.B." 357+00 P.I.
Lower El. 208.78
Upper El. 242.78
City of Portland
Datum
-5%
-5%
+5%
+5%
1600' V.C.

GRADE LINE DIAGRAM

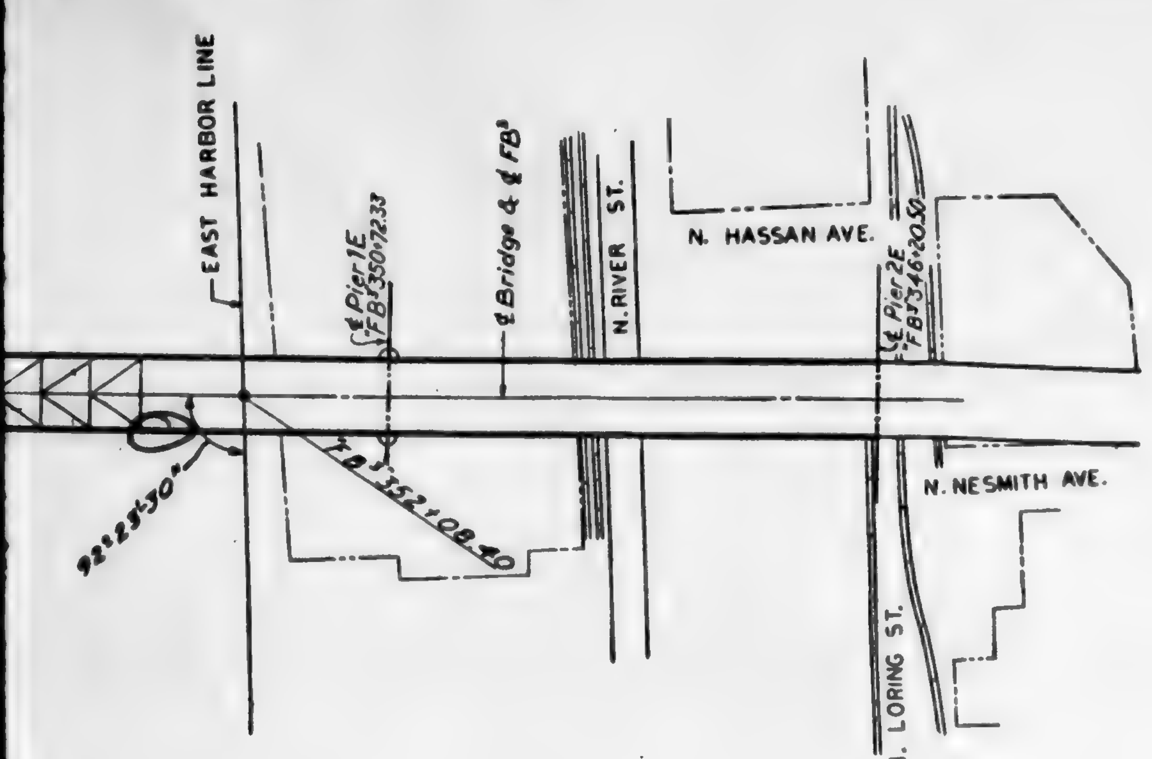

Columbia River 0.0 (Elev. 3.22, City of Portland)
M.S.L.
City of Portland
1.65'
1.57'
3.22'

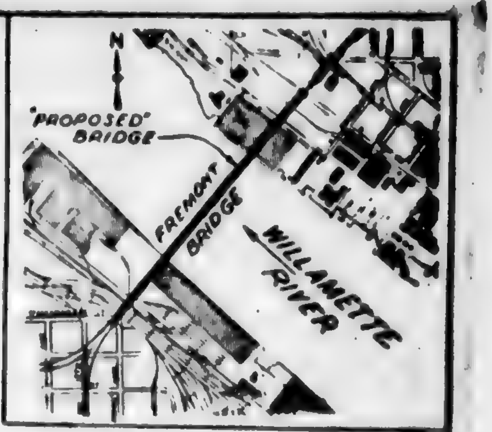
RIVER DATUMS

NOTE
THE SCALE OF THIS PRINT IS ½ THAT OF THE ORIGINAL DRW'G
FOR EXAMPLE
INDICATED SCALE ¼" = 1'-0"
SHOULD BE READ ⅛" = 1'-0".
INDICATED SCALE 1" = 10'-0"
SHOULD BE READ 1" = 20'-0"

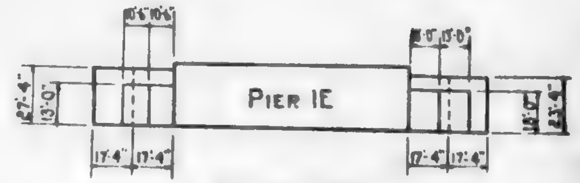
Datum and Co-ordinate System:
All elevations refer to City of Portland Datum.
All bearings refer to Oregon Coördinate System, North Zone.

CHECKED BY
IN CHARGE OF

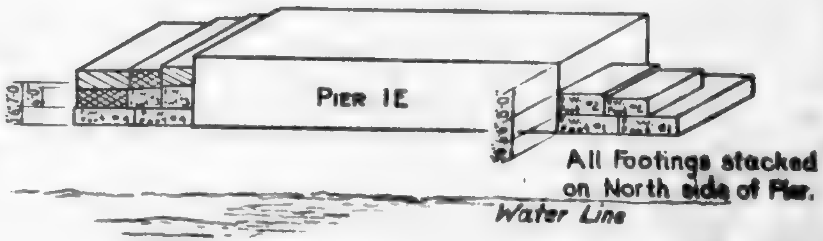

EAST HARBOR LINE
℄ Pier 1E FB' 350+72.33
℄ Bridge & ℄ FB'
N. RIVER ST.
N. HASSAN AVE.
℄ Pier 2E FB' 346+20.50
FB' 352+08.40
92°25'30"
N. NESMITH AVE.
N. LORING ST.

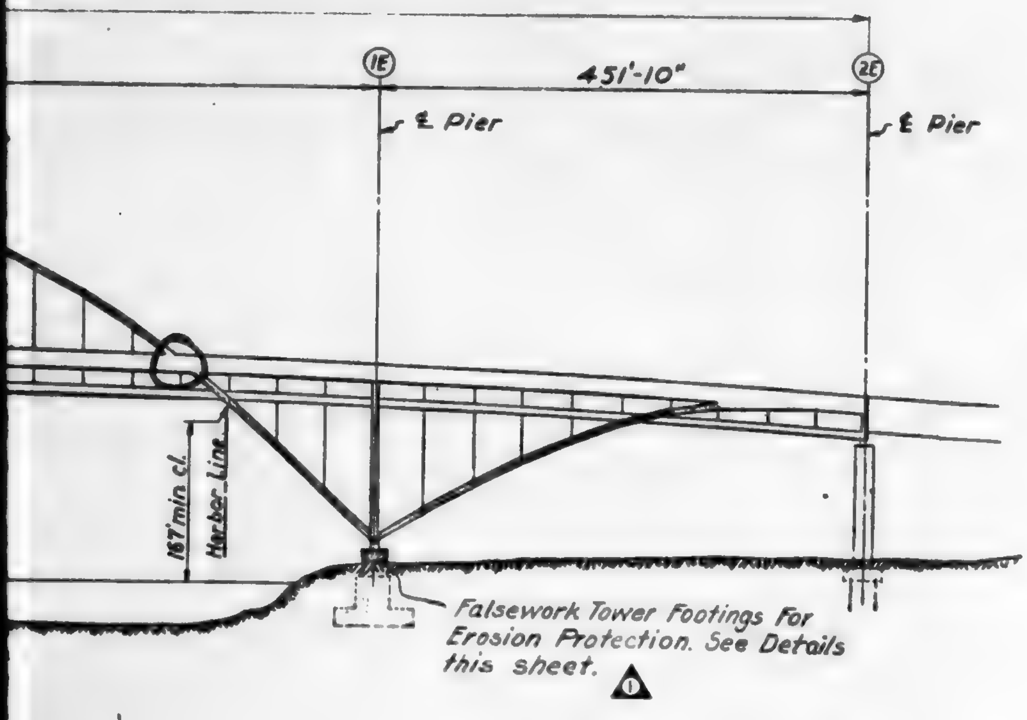

N
"PROPOSED" BRIDGE
FREMONT BRIDGE
WILLAMETTE RIVER

VICINITY MAP


10'-6" 10'-6"
13'-0" 13'-0"
27'-4"
13'-0"
Pier 1E
17'-4" 17'-4"
17'-4" 17'-4"
13'-0"
23'-4"

PLAN VIEW


Pier 1E
All Footings stacked on North side of Pier.
Water Line


1E
2E
451'-10"
℄ Pier
℄ Pier
167' min cl.
Harbor Line

Falsework Tower Footings For Erosion Protection. See Details this sheet.

NOTES:

1. For General Notes, see Sheet No. 3.

um.
em,

RECOMMENDED:

Alfred Hedefine Date Feb 12, 1969

PARSONS, BRINCKERHOFF, QUADE & DOUGLAS INC.
ALFRED HEDEFINE, Partner

5058
NOV. 8, 1965
ALFRED HEDEFINE

1 12-31-75 As Constructed

APPROVED:
BRIDGE ENGINEER
ASS'T. STATE HIGHWAY ENGINEER
STATE HIGHWAY ENGINEER
DESIGNED
DRAWN R.K.
CHECKED S.M.
CALC. BOOK

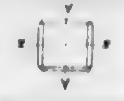
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

FREMONT BRIDGE
STADIUM FREEWAY
MULTNOMAH COUNTY

GENERAL PLAN AND ELEVATION

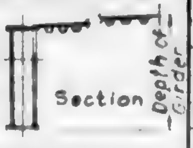
DATE Feb. 2, 1969 BRIDGE NO. 2529
ACCOMPANIED BY DWGS.
SHEET 2 OF 39
DRAWING NO. 25227

ARCH

SECTION	3 – 4		4 – 5		5 – 6		6 – 7		7 – 8		8 – 9		9 – 10		10 – 11		11 – 12		12 – 13	
POINT	3		5		5		6		8		9		10		10		11		13	
Section 	TR 46×1¾ 80.5 Web Rs 46×1¾ 161.0 BR 46×1¾ 80.5		TR 46×1¾ 80.5 Web Rs 46×1¾ 161.0 BR 46×1¾ 80.5		TR 46×1¾ 80.5 Web Rs 46×1¾ 161.0 BR 46×1¾ 80.5		TR 46×1¾ 80.5 Web Rs 46×2 184.0 BR 46×1¾ 80.5		TR 46×1¾ 80.5 Web Rs 46×2 184.0 BR 46×1¾ 80.5		TR 46×2 92.0 Web Rs 46×2 184.0 BR 46×2 92.0		TR 46 [illegible] Web R 46×2 184.0 BR 46×2 92.0		TR [illegible]×2¼ 103.5 Web Rs 46×2½ 230.0 BR 46×2¼ 103.5		TR 46×2¼ 103.5 Web Rs 46×2¼ 207.0 BR 46×2¼ 103.5		TR 46×2¼ 103 Web Rs 46×2¼ 2070 BR 46×2¼ 103.5	
Gross Area (□")	322		322		322		345		345		368		[illegible]		437		414		414	
Section Modulus	4857		4857		4857		5018		5018		5532		[illegible]		6376		6216		6216	
L/r	548÷18.86=29.0		556÷18.86=29.5		569÷18.86=30.2		585÷18.98=30.8		602÷18.98=31.7		623÷18.78=33.2		647÷18.78=34.1		790÷18.86=41.9		755÷18.70=40.4		724÷18.70=38.7	
f Allowable (#/□")	31.5		31.5		31.5		31.5		31.5		32.5		32.5		31.8		32.1		32.4	
	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment
D	7945	[illegible]	8059	91	8256	-93	8482	-52	8728	-40	9033	2	9385	122	11468	90	10971	11	10502	-90
L+I (Max Axial)	1756	-23	1785	138	1830	-117	1880	-106	1934	-152	2002	-227	2071	309	243[illegible]	[illegible]	2345	-289	2242	+26
L+I (Max Moment)	1298	-633	[illegible]	-523	1334	-694	1340	-734	[illegible]	280	1746	-502	[illegible]	1607	1904	[illegible]	2088	-578	1549	-411
Total D+L+I (Max Axial)	9701	-183	9844	-229	10086	-210	10362	-158	10662	-192	11035	-225	11456	431	13901	673	13316	-278	12744	-64
Total D+L+I (Max Mom.)	9243	-427	9367	[illegible]	9590	-787	9822	-78[illegible]	[illegible]	320	10779	-500	10781	1729	13372	1320	13059	-567	12051	-501
Wind	± 237	[illegible]											± 759	[illegible]	± 3871	[illegible]				
D+W	8182	[illegible]											10144	± 764	15342	[illegible]				
0.3W	± 71	[illegible]											± 228	[illegible]	± 1162	[illegible]				
D+L+I+0.3W (Max Axial)	9772	[illegible]											11684	[illegible]	15063	[illegible]				
D+L+I+0.3W (Max Mom)	[illegible]	[illegible]											11009	[illegible]	14534	[illegible]				
Unit Stresses	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom
D+L+I-Direct	30.13	28.70	30.57	29.09	31.32	29.78	30.03	28.47	30.90	30.22	29.99	29.29	31.13	29.30	31.81	30.60	32.16	31.54	30.86	29.11
D+L+I-Bending	0.45	1.06	0.57	1.77	0.52	1.95	0.38	1.88	0.46	0.77	0.49	1.09	0.94	3.75	1.27	2.48	0.54	1.09	0.12	0.97
Total	30.58	29.76	31.14	30.86	31.84	31.73	30.41	30.35	31.36	30.99	30.48	30.38	32.07	33.05	33.08	33.08	32.70	32.63	30.98	30.08
D+W-Direct	25.41												27.56		35.11					
-Bending	1.32												2.03		2.79					
Total *	26.73												29.59		37.90					
D+L+I+0.3W Direct	30.35	28.93											31.75	29.92	34.47	33.26				
Bending	0.84	1.44											1.27	4.08	2.06	3.27				
Total *	31.19	30.37											33.02	34.00	36.53	36.53				

*25% increase in allowable unit stress.

GIRDER

SECTION	0 — 1		1 — 2		2 — 3		3 — 4		4 — 5		5 — 6		6 — 7		7 —	
POINT	1		2		3		4		5		5		6		7	
N.A. Section Depth of Girder 	Deck R 437×½ 218.5gr 217.4net Deck Stiff. 169.4 169.4 TFR 66×1 66.0 49.1 Web Rs 215×⅞ 376.3 293.6 BFR 66×1¾ 115.5 99.8		Deck R [illegible] 218.5gr [illegible] Deck Stiff 169.4 169.4 TFR 66×2 132.0 [illegible] Web Rs 214×⅞ 374.5 291.8 BFR 66×2½ 165.0 142.5		Deck R 437×½ 218.5gr 217.4net Deck Stiff 169.4 [illegible] TFR 66×2 132.0 98.2 Web Rs [illegible] 512.0 401.8 BFR 66×2½ 165.0 142.5		Deck R 437×½ 218.5gr 217.4net Deck Stiff 169.4 169.4 TFR 66×2 132.0 98.2 Web Rs 214×½ 214.0 166.8 BFR [illegible] 214.5 185.3		Deck R 437×½ 218.5gr 217.4net Deck Stiff 169.4 169.4 TFR 66×2 132.0 98.2 Web Rs 214×½ 214.0 166.8 BFR 66×3¼ 214.5 185.3		Deck R 437×½ 218.5gr 217.4net Deck Stiff. [illegible] TFR 66×2 132.0 98.2 Web Rs 214×½ 214.0 166.8 BFR 66×3¼ 214.5 185.3		Deck R 437×½ 218.5gr 217.4net Deck Stiff. 169.4 169.4 TFR 66×1 66.0 49.1 Web Rs 215×½ 215.0 167.7 BFR 66×3 198.0 171.0		Deck R 437×½ 218 Deck Stiff 169 TFR 66×½ 33 Web Rs 215½×½ 21 BFR 66×2¾ 18	
Area (□")	945.7gr 823.3net		1057.4gr 917.3net		1196.9gr 1029.3net		948.4gr 837.1net		948.4gr 837.1net		948.4gr 837.1net		866.9gr 774.6net		817.9gr 73	
Section Modulus-Top	86,800gr 75,700net		100,800gr 87,300net		115,500gr		89,400net		89,400net		89,400net		80,300net		75,500	
Section Modulus-Bott.	45,800gr 39,900net		58,800gr 48,300net		71,800gr		50,400net		50,400net		50,400net		[illegible],800net		45,10	
	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	
D	0	-12,322	0	[illegible]	0	-105,029	7805	2155	7805	1624	7805	-1628	7805	-4 71	7805	
L+I (+Moment)	0	+26,883	0	47,[illegible]	0	60,750	-189	[illegible]866	-196	61,[illegible]4	-176	62,167	-199	54,658	-206	
L+I (-Moment)	0	-18,193	0	-36,394	0	-54,580	1278	-41,[illegible]	1278	-41,007	1268	-42,079	1275	-37,894	1276	
Total D+L+I (+Mom)‡	0	19,566	[illegible]	5,439	0	-39,279	[illegible]	[illegible]021	7,6[illegible]	65,300	7,629	65,539	7,606	55,487	7,599	
Total D+L+I (-Mom)‡	0	-35,516	0	-87,296	0	-64,609	[illegible]	-[illegible],345	[illegible]	-49,531	9,073	-48,707	9,080	-47,055	9,081	
Unit Stresses	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	
D+L+I Direct	0 0	0 0	0 0	0 0	0 0	0 0	[illegible]	10.81 10.81	9.09 9.09	11.84 11.84	9.12 9.12	10.84 10.84	9.82 9.82	11.73 11.73	10.34 10.34	
D+L+I Bending	-2.71 5.88	5.63 -9.30	-0.65 +1.35	12.19 -17.97	4.08 -6.57	17.10 27.00	[illegible]	5.95 -10.55	-8.77 15.58	6.52 -11.56	8.79 15.60	6.55 -11.61	-8.28 13.92	7.03 -11.80	-6.71 11.22	
Total	-2.71T 5.88B	5.63T -9.30B	-0.65T +1.35B	12.19T -17.97B	4.08T 6.57B	[illegible]	[illegible]	16.76T 0.26B	-0.32T 24.67B	18.36T 0.28B	0.33T 24.72B	17.39T -0.77B	1.54T 23.74B	18.76T -0.07B	3.63T 21.56B	18

SECTION	16 — 17		17 — 18		18 — 19		19 — 20		20 — 21		21 — 22		22 — 23		23 —	
POINT	17		18		19		19		20		21		22		23	
	Deck R 437×½ 218.5gr 217.[illegible] Deck Stiff 169.4 16[illegible] TFR 66×½ 33.0 [illegible] Web Rs 215½×½ 215.5 168.2 BFR 66×2 132.0 114.0		Deck R 437×½ [illegible] 217.4net Deck Stiff 169.4 169.4 TFR 66×½ 33.0 24.6 Web Rs 215½×½ 215.5 168.2 BFR 66×2¼ 148.5 128.3		Deck R 437×½ [illegible] 217.4net Deck Stiff [illegible] TFR 66×½ 33.0 24.6 Web Rs 215½×½ 215.5 168.2 BFR 66×2¼ 148.5 128.3		Deck R [illegible] 217.4net Deck Stiff 169.4 169.4 TFR 66×½ [illegible] Web Rs [illegible] 215.5 168.2 BFR 66×2¼ 148.5 128.3		Deck R 437×½ [illegible] Deck Stiff 169.4 169.4 TFR 66×½ 33.0 24.6 Web Rs 215½×½ 215.5 168.2 BFR 66×2¼ [illegible]		Deck R 437×½ 218.5gr 217.4net Deck Stiff 169.4 169.4 TFR 66×½ 33.0 24.6 Web Rs 215½×½ 215.5 168.2 BFR 66×2 132.0 114.0		Deck R 437×½ 218.5gr 217.4net Deck Stiff 169.4 169.4 TFR 66×½ 33.0 24.6 Web Rs 215½×½ 215.5 168.2 BFR 66×1¾ 115.5 99.8		Deck R 437×½ Deck Stiff TFR 66×½ Web Rs 215½×½ 2 BFR 66×1½	
Area (□")	768.4gr 693.6net		784.3gr 707.9net		784.3gr 707.9net		784.3gr 707.9net		784.3gr 707.9net		768.4gr 693.6net		751.9gr 679.4net		735.4gr 665	
Section Modulus Top	71,500net		73,[illegible]net		73,000net		73,[illegible]		73,000net		71,500net		69,800net		68,000	
Section Modulus Bott.	36,000net		[illegible]		39,[illegible]net		[illegible]		39,[illegible]		[illegible]		32,900net		29,9	
	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	M
D	7805	-144	7805	[illegible]07	7805	-623	7805	-623	7805	-1128	7805	198	7805	128	7805	
L+I (+Moment)	361	[illegible]	[illegible]	[illegible]	497	38,711	497	38,711	491	[illegible],734	461	32,957	541	27,178	1,028	
L+I (-Moment)	719	-28,705	661	-32,405	599	-32,941	599	-32,941	616	-30,543	646	-26,213	573	-19,567	79	-14
Total D+L+I (+Mom)‡	8,166	37,215	8,227	42,073	8,302	43,088	8,302	43,088	8,296	40,806	8,266	38,155	8,346	32,306	8,833	
Total D+L+I (-Mom)‡	[illegible]24	[illegible]	8,466	-37,612	[illegible]	-[illegible]564	8,404	[illegible]	8,421	-36,671	8,451	-31,015	8,378	-24,439	7,884	
Unit Stresses	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-M
D+L+I Direct	11.76 11.76	[illegible]	[illegible]	[illegible]	11.72 11.72	11.49 11.49	11.72 11.72	11.89 11.89	11.72 11.72	11.90 11.90	11.90 11.90	12.18 12.18	12.28 12.28	12.32 12.32	13.28 13.28	11.86
D+L+I Bending	-6.24 12.40	5.68 11.30	-6.31 12.93	[illegible]	-7.07 13.23	[illegible]	[illegible] 13.23	6.34 11.86	-6.70 12.55	6.03 -11.30	-6.40 12.71	5.21 -10.33	-5.55 11.78	4.21 -8.92	-4.81 10.94	3.4
Total	5.5[illegible]T 24.16B	17.37T 0.[illegible]B	4.70T 24.54B	18.14T 0.33B	4.65T 24.35B	[illegible]	[illegible]	[illegible]72T 0.02B	5.02T 24.27B	17.93T 0.60B	5.50T 24.61B	17.39T 1.85B	6.73T 24.06B	16.53T 3.40B	8.47T 24.22B	15.29

CHECKED BY

IN CHARGE OF Louis B. Silano

ARCH RIB

- 13		13 - 14		14 - 15		15 - 16		16 - 17		17 - 18		18 - 19		19-20		20-21		21-22		22-23		23-24	
13		13		15		15		16		17		18		19		20		21		22		24	
6×2¼ 103.5		T℞ 46×2¼ 103.5		T℞ 46×2 92.0		T℞ 46×2 92.0		T℞ 46×1¾ 80.5		T℞ 46×1¾ 80.5		T℞ 46×1¾ [illegible]		[illegible] 80.5		[illegible]		T℞ 46×1¾ 80.5		T℞ 46×1¾ 80.5		T℞ 46×1¾	80.5
46×2¼ 207.0		Web ℞s 46×2¼ 207.0		Web ℞s 46×2¼ 207.0		Web ℞s 46×2 184.0		Web ℞s 46×2 184.0		Web ℞s 46×2 184.0		Web ℞s 46×2 184.0		[illegible] 161.0		[illegible]		Web ℞s 46×1¾ 161		Web ℞ 46×1¾ 161.0		Web ℞ 46×1¾	161.0
6×2¼ 103.5		B℞ 46×2¼ 103.5		B℞ 46×2 92.0		B℞ 46×2 92.0		B℞ 46×1¾ 80.5		B℞ 46×1¾ 80.5		B℞ 46×1¾ 80.5		B℞ 46×1¾ [illegible]		[illegible]		B℞ 46×1¾ 80.5		B℞ 46×1¾ 80.5		B℞ 46×1¾	80.5
14		414		391		368		345		345		345		322		[illegible]		322		322		322	
16		6216		5694		5532		5018		5018		5018		4857		[illegible]		[illegible]		4857		4857	
1870 = 38.7		693÷18.70=37.1		666÷18.96=35.1		641÷18.78=34.1		619÷18.38=32.6		[illegible] 31.6		594÷18.98=30.8		569÷18.86=30.[illegible]		[illegible]		[illegible] 29.0		542÷18.86=28.8		539÷18.86=28.6	
2.4		32.7		32.5		32.5		31.5		31.5		31.5		31.5		[illegible]		[illegible].5		31.5		31.5	
al	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment	Axial	Moment
02	-90	10059	-85	9663	12	9292	12	8980	6	8700	0	8468	-9	82[illegible]	-5	[illegible]	-11	7354	-5	7861	-59	7813	406
[illegible]	+26	2132	+30	2071	-195	2008	-195	1940	-36	1879	-[illegible]	182[illegible]	[illegible]	11[illegible]	-1[illegible]	[illegible]	-1[illegible]	1717	1[illegible]	1537	92	1686	3
49	-411	1454	-380	1898	-418	1841	-418	1621	-472	1449	-5[illegible]	11[illegible]	-54[illegible]	1112	[illegible]16	111[illegible]	-[illegible]4	345	[illegible]	931	539	744	378
4	-64	12191	-55	11734	-183	11300	-183	10920	-30	10579	-26	10295	[illegible]	[illegible]	-20	98[illegible]	-21	9671	117	9558	33	9499	409
1	-501	11513	-465	11561	-466	11133	-466	10601	-466	10149	-550	9746	-548	9366	-621	9179	-605	8890	-482	8792	433	8557	784
		±1120	[illegible] y 8360	±1109	[illegible]																		
		11179	x -60 y 8360	10772	x -239 y 56[illegible]																		
		±336	[illegible] y 2508	333	[illegible]																		
		12527	x -47 y 2508	12067	x -58 y 1687																		
		11849	[illegible]	11894	x -541 y 1687																		
xial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	Max Mom	Max Axial	[illegible]
86	29.11	29.45	27.81	30.01	29.57	30.71	30.25	31.65	30.73	30.66	29.42	29.84	28.25	[illegible]1.17	29.09	30.50	28.51	30.03	27.64	29.68	27.30	29.5[illegible]	[illegible]7
12	0.97	0.11	0.90	0.39	0.98	0.40	1.02	0.07	1.11	0.06	1.32	0.10	1.31	0.05	1.53	0.05	1.49	0.29	1.19	0.08	1.19	1.01	[illegible].94
98	30.08	29.56	28.71	30.40	30.55	31.11	31.27	31.72	31.84	30.72	30.74	29.[illegible]	29.56	31.22	30.62	30.55	30.00	30.32	28.83	29.76	28.49	30.51	28.51
		27.00		27.55																			
		16.75		12.05																			
		43.75		39.60																			
		30.26	28.62	30.86	30.42																		
		5.09	5.88	3.99	4.59																		
		35.35	34.50	34.85	35.01																		

7 - 8		8 - 9		9 - 10		10 - 11		11 - 12		12 - 13		13 - 14		14 - 15		15 - 16	
7		8		10		10		12		13		14		14		16	
℞ 437×½ 218.5gr 217.4net		Deck ℞ 437×½ [illegible] 217.4net		Deck ℞ 437×½ 218.5gr 217.4net		Deck ℞ 437×½ 218.5gr 217.4net		Deck ℞ 437×½ 21[illegible]		[illegible]℞ 437×½ [illegible] 217.4net		Deck ℞ 437×½ [illegible] 217.4net		Deck ℞ 437×½ 218.5gr [illegible]		Deck ℞ [illegible] 218.5gr 217.4net	
Stiff 169.4 169.4		Deck Stiff 169.4 169.4		Deck Stiff 169.4 169.4		Deck Stiff 169.4 169.4		Deck Stiff 169.4 169.4		Deck Stiff 169.4 169.4		[illegible] Stiff 169.4 169.4		Deck Stiff 169.4 169.4		Deck Stiff 169.4 169.4	
℞ 66×½ 33.0 24.6		T.F.℞ 66×½ [illegible] 24.6		T.F.℞ 66×½ 33.0 24.6		T.F.℞ 66×½ 33.0 24.6		T.F.℞ 66×½ 33.0 24.6		T.F.℞ [illegible] 33.0 24.6		T.F.℞ 66×½ 33.0 24.6		T.F.℞ 66×½ 33.0 24.6		T.F.℞ 66×½ [illegible] 24.6	
℞s 215½×½ 215.5 168.2		Web ℞s 215½×½ 215.5 168.2		Web ℞s 215½×½ 215.5 168.2		Web ℞s 215½×½ 215.5 168.2		Web ℞ 215½×½ [illegible]		[illegible]		Web ℞s [illegible] 215.5 168.2		Web ℞s 215½×½ [illegible] 168.2		Web ℞s 215½×½ 215.5 168.2	
℞ 66×2¾ 181.5 156.8		B.F.℞ 66×2¼ 148.5 128.3		B.F.℞ 66×1¾ 115.5 99.8		B.F.℞ 66×1¾ 115.5 99.8		B.F.℞ 66×1½ 99[illegible]		[illegible] 99.0 85.5		B.F.℞ 66×1½ 99.0 85.5		B.F.℞ 66×1½ 99.0 85.5		B.F.℞ 66×1¾ 115.5 99.8	
7.9 gr 736.4net		784.9gr 707.9net		751.9gr 673.4net		751.9gr 679.4net		735.4gr 665.1net		735.4gr [illegible]		[illegible] 665.1net		735.4gr 665.1net		751.9gr 673.4net	
75,500net		73,000net		69,800net		69,800net		68,000net		65,[illegible]		6[illegible]net		68,000net		69,800net	
45,100net		39,000net		32,900net		32,900net		29,900net		29,[illegible]		[illegible]net		29,900net		32,900net	
ension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment	Tension	Moment
7805	-4488	7805	-1762	7805	3136	7805	2796	7805	55	7805	-752	7805	691	7805	926	7805	353
-206	41,737	-363	23,243	1,167	19,212	1,155	17,9[illegible]	3[illegible]2	18,57[illegible]	3[illegible]9	2[illegible]	[illegible]	23,515	796	23,777	315	24,192
1276	-29,966	1,424	-18,415	-167	-36,049	-55	-3[illegible]	674	-26,640	751	-[illegible]	849	-27,045	235	-28,902	760	-22,846
7,599	42,249	7,442	26,481	8,972	27,348	8,960	2[illegible]89	8,197	23,956	8,134	26,8[illegible]	7,974	29,[illegible]	8,591	29,703	8,120	29,545
9,081	-39,454	9,229	-25,177	7,638	-37,913	7,750	-35,267	8,479	-31,555	8,5[illegible]	-34,85[illegible]	8,654	-31,354	8,1[illegible]0	-3[illegible],976	8,565	-26,993
oment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment	+Moment	-Moment
14 10.34	12.34 12.34	10.52 10.52	13.04 13.04	13.2[illegible] 13.2[illegible]	11.24 11.24	13.2[illegible]	11.[illegible]	12.56 12.56	12.75 12.75	12.26 12.26	[illegible]	11.9[illegible] 11.9[illegible]	[illegible]	[illegible]	12.18 12.18	11.96 11.96	12.60 12.60
71 11.22	6.77 -10.50	-4.36 8.15	4.14 -7.74	-4.72 9.[illegible]	[illegible]	-4.42 3.37	[illegible]	-4.17 9.49	5.56 -12.[illegible]	-4.74 1[illegible]	[illegible]15 -14.02	-5.15 11.70	5.53 -1[illegible]	-5.24 11.91	5.82 -13.22	-5.08 10.78	4.62 -9.80
63T 21.56B	18.61T 1.84B	6.16T 18.67B	17.18T 5.30B	[illegible]	[illegible]T -[illegible]58B	5.78T 22.37B	[illegible]	[illegible]T 21.61B	18.31T [illegible]B	7.4[illegible]T [illegible]	17.03T -1.14B	[illegible]	18.5[illegible]T [illegible]43B	[illegible]	19.[illegible]T -1.04B	6.88T 22.74B	17.22T 2.80B

23 - 24	
23	
℞ 437×½ [illegible]	
Stiff 169.4 1[illegible]	
℞ 66×½ 33.0 24.6	
℞s 215½×½ 215.5 168.2	
℞ 66×½ 99.0 85.5	
735.4gr 665.1net	
68,000net	
29,900net	
nsion	Moment
1805	204
1,078	22,043
79	-14,660
9,833	21,247
7,984	-19,456
Moment	-Moment
78 13.28	11.86 11.86
81 10.94	3.43 -7.82
47T 24.22B	15.29T 4.04B

‡ See Note 5

Material:

Arch - A.S.T.M.-A514

Girder-

Deck and Deck Stiffener A S T M A588

Top Flange ℞ and upper 12'-0" of web ℞s A S T M -A36

Lower 6'-0" of ½" Web ℞s A S T.M.-A441

Lower 6'-0" of other Web ℞s and Bottom Flange ℞ A S T M-A588.

Legend:

Arch-

T.℞ - Top Plate

B.℞ - Bottom Plate

Girder-

T.℞ - Top Flange Plate

B.℞ - Bottom Flange Plate.

11.53T-indicates stress in top fiber of girder.

11.53B-indicates stress in bottom fiber of girder

-1.14-indicates compression stress

NOTE

THE SCALE OF THIS PRINT IS ½ THAT OF THE ORIGINAL DRWG

FOR EXAMPLE:

INDICATED SCALE ¾"=1'-0"

SHOULD BE READ ⅜"=1'-0".

INDICATED SCALE 1"=10'-0"

SHOULD BE READ 1"=20'-0"

PARSONS, BRINCKERHOFF, QUADE & DOUGLAS INC.
ENGINEERS NEW YORK, N.Y.

NOTES:

1 For General Notes, see Sheet No. 3.

2 For structural geometry and bracing loads see Sheet No 4.

3 All axial loads in kips, moments in kip-foot and stresses in k[illegible] square inch

[illegible] for Arch Rib are compression

5 All total D+L+I Girder Moments include a ± 5000 ft-kip allowance

DATE	REVISION
[illegible]	[illegible]

APPROVED

BRIDGE ENGINEER

DESIGNED

CHECKED

DRAWN

CALC BOOK

OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

FREMONT BRIDGE
STADIUM FREEWAY
MULTNOMAH COUNTY

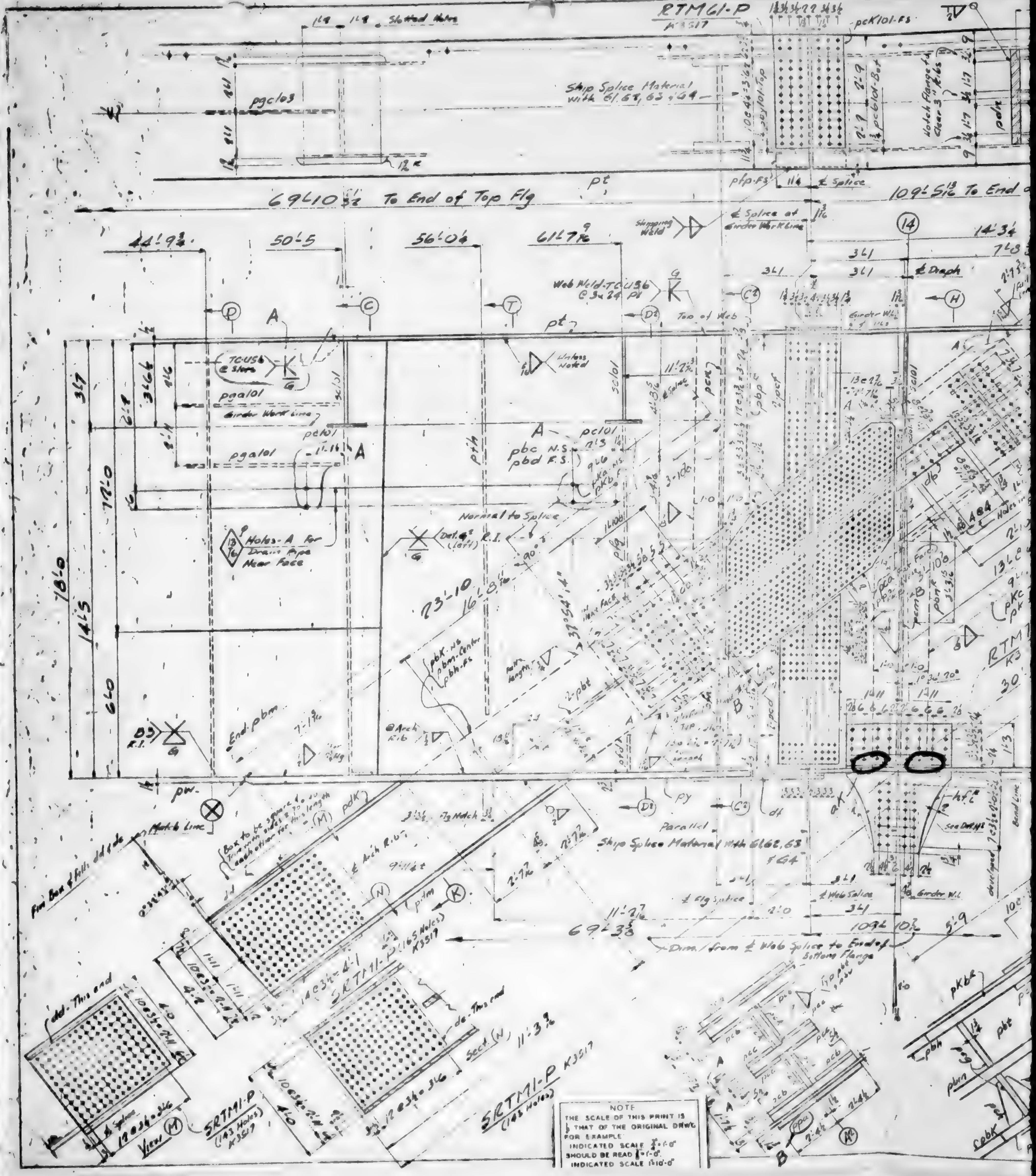
STRESS SHEET II

DATE February 12, 1964

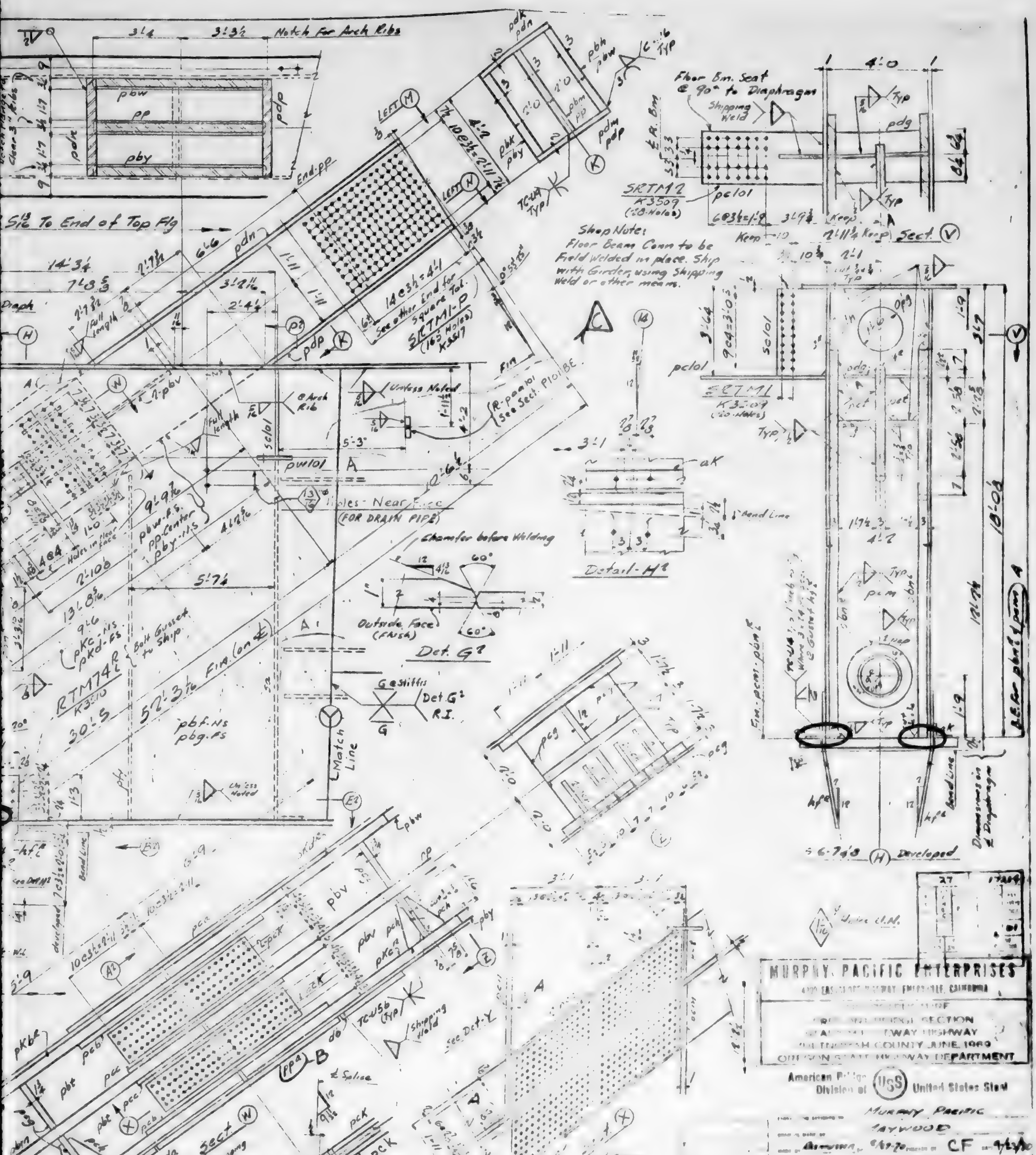
SHEET 5 OF 59

BRIDGE NO 2529

DRAWING NO. 25230


RTM61-P
K3517
Slotted Holes
pgc103
Ship Splice Material with 61.62, 63 + 64
pcK101-FS
pcb101-Bot
sty101-Top
Notch Flange Clear 3"
pfp-FS
℄ Splice
69'-10 3/4 To End of Top Flg
109'-5 1/16 To End
Shipping Weld
℄ Splice at Girder Work Line
44'-9 3/4
50'-5
56'-0 1/4
61'-7 9/16
14'-3 1/4
℄ Diaph
Web Weld-TC-U36 @ 3x24 Pl
Top of Web
D
C
T
D2
C2
H
14
A
TC-U36 ℄ Shop
pga101
Girder Work Line
pc101
pbc N.S.
pbd F.S.
pka N.S.
pkb F.S.
Unless Noted
18'-0
14'-5
13/16 Holes-A for Drain Pipe Near Face
Normal to Splice
23'-10
16'-8 7/16
37°54'14"
pbK-N.S.
pbm-Center
pbh-F.S.
Full length
End-pbm
@ Arch Rib
2-pbt
B
R.I.
B3
pw
py
pd
pdK
Match Line
Box to be spliced so as to transmit loads equally to each other for this length
M
Flg Match
℄ Arch Rib
N
K
Parallel
Ship Splice Material with 61.62, 63 + 64
℄ Flg Splice
℄ Web Splice
Girder W.L.
11'-2 7/16
69'-3 3/8
109'-10 1/2
Dim. from ℄ Web Splice to End of Bottom Flange
SRTM1-P (165 Holes) K3517
SRTM1-P (143 Holes) K3517
SRTM1-P K3517 (143 Holes)
View M
Sect N
det. This end
11'-3 3/16
pbh
pbt
pKb
pbm
pcc
pcb
pca
RTM1
K3
30
See Det. H2
Bend Line
developed
cpbK

NOTE
THE SCALE OF THIS PRINT IS
½ THAT OF THE ORIGINAL DRWG
FOR EXAMPLE
INDICATED SCALE ¾"=1'-0"
SHOULD BE READ ⅜"=1'-0".
INDICATED SCALE 1"=10'-0"



Notch For Arch Ribs
3'-1¼
3'-3½
pbw
pp
pby
pdn
pdp
End-pp
5⅛ To End of Top Flg
14'-3¼
7'-8⅝
6'-6
LEFT (M)
LEFT (N)
(K)
TC-U4 Typ
14 @ 3½ = 4'-1
See other End for Square Tol.
SRTM1-P (165 Holes) K3517
Floor Bm. Seat @ 90° to Diaphragm
Shipping Weld
SRTM12 K3509 (20-Holes)
pc101
pdg
Keep
Sect. (V)
Shop Note: Floor Beam Conn to be Field Welded in place. Ship with Girder, using Shipping Weld or other means.
SRTM1 K3509 (20-Holes)
sc101
pc101
Unless Noted
@ Arch Rib
R-paa101 See Sect. P101BE
Full length
pw101
Holes - Near Face (FOR DRAIN PIPE)
Chamfer before Welding
60°
Outside Face (Finish)
Det. G²
Detail-H²
Bend Line
RTM74R/L K3510
Bolt Gusset to Ship.
pbw-FS pp-Center pby-NS
pkc-NS pkd-FS
52'-3½ Fin (on ℄)
30'-5
pbf-NS pbg-FS
Match Line
G stiffs
Det. G² R.I.
TC-U4 Where 3'-14 ... 2 Gusset ...
Developed
Dimensions on ℄ Diaphragm
18'-0⅜
18'-7⅝
℄ for pbc & pcm
pcg
pbv
pck
pca
pcb
pbt
TC-U5b (Typ)
Shipping Weld
See Det-Y
℄ Splice
Sect (W)
℄ Arch Rib
Detail-Y
27°34'14"
Unless U.N.

MURPHY PACIFIC ENTERPRISES
4300 EAST SHORE HIGHWAY, EMERYVILLE, CALIFORNIA

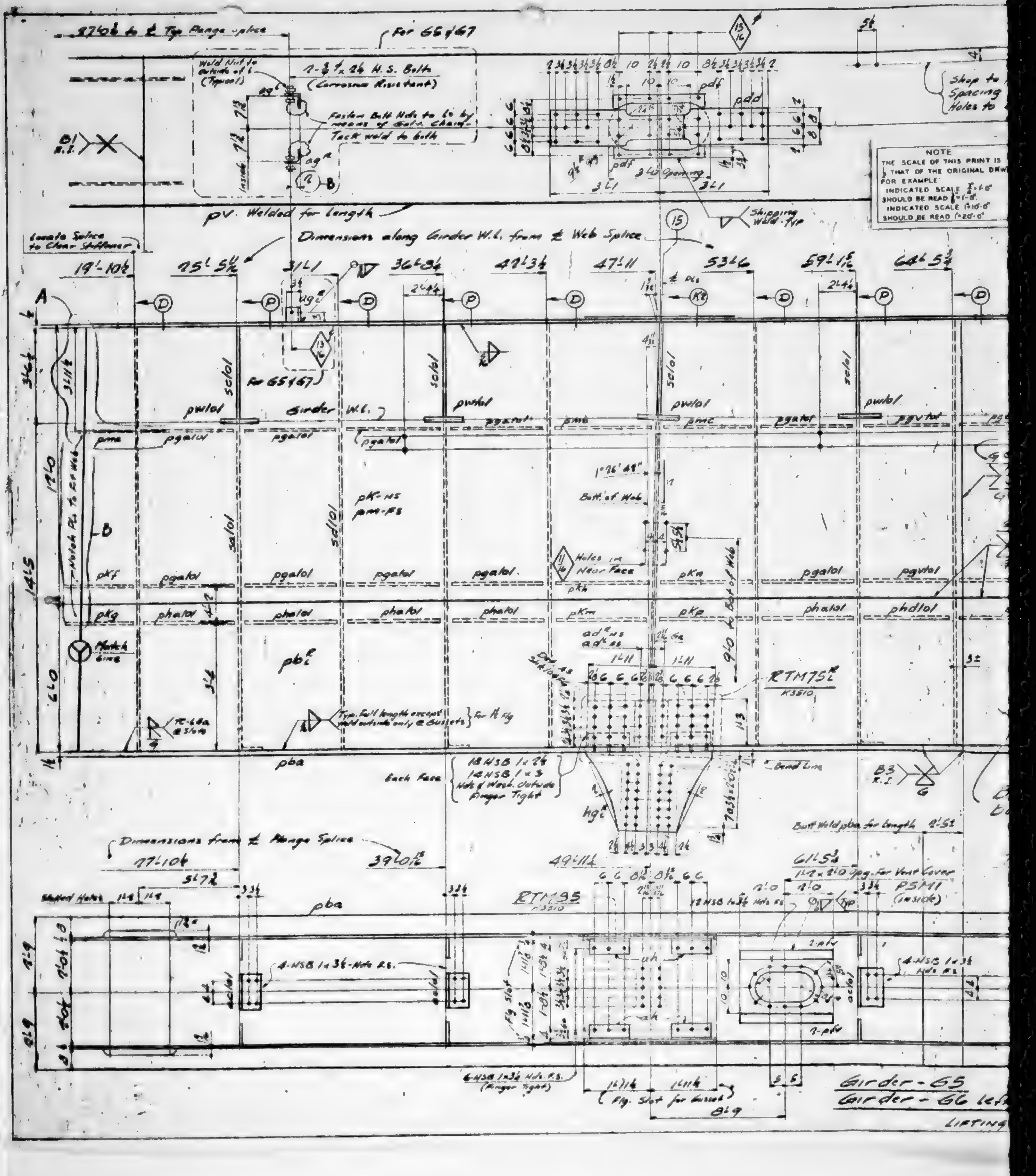
[illegible] BRIDGE
[illegible] SECTION
[illegible] WAY HIGHWAY
[illegible] COUNTY JUNE 1969
OREGON STATE HIGHWAY DEPARTMENT

American Bridge Division of USS United States Steel

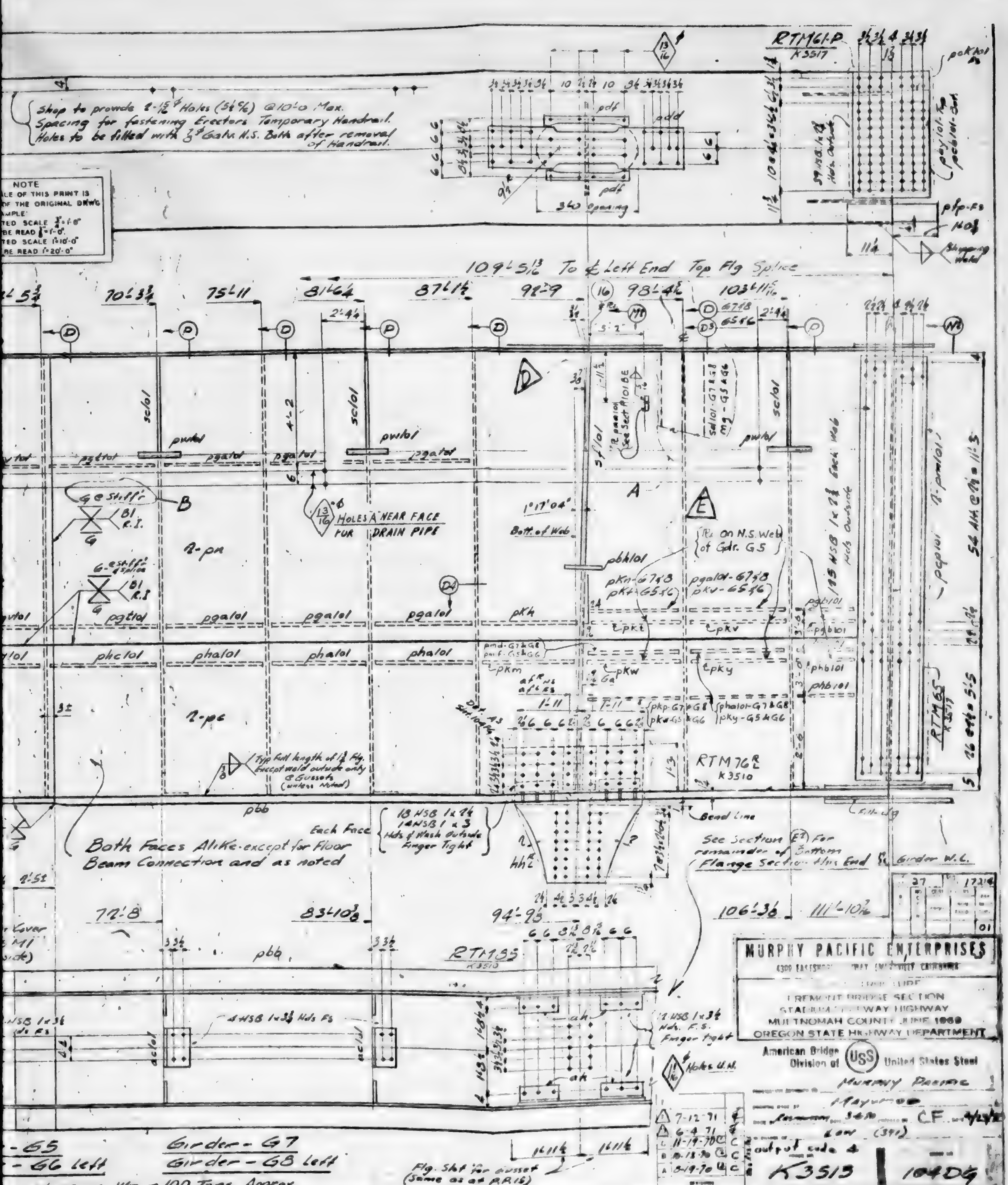
Murphy Pacific
Haywood
Brewing 8/19-70 CF 9/23/70
Law (391)
output code 4

6-4-71
10-22-70

K3513
104C9


27'-0½ to ℄ Typ. Flange-splice
For G6 & G7
Weld Nut to Outside of ℄ (Typical)
1-⅞ x 2½ H.S. Bolt (Corrosion Resistant)
Fasten Bolt Nuts to ℄ by means of Galv. Chain-Tack weld to both
B1 R.I.
pv. Welded for Length
Shipping Weld-Typ
Locate Splice to Clear Stiffener
Dimensions along Girder W.L. from ℄ Web Splice
19'-10½
25'-5 11/16
31'-1
36'-8¼
42'-3½
47'-11
53'-6
59'-1 1/16
64'-5¾
For G5 & G7
pdf
pdd
2'-0 Opening
3'-1
3'-1
sclol
pwlol
Girder W.L.
pgalol
pgatol
pma
pmb
pmc
pgvtol
pK-NS
pm-FS
sdlol
salol
1°26'48"
Butt of Web
Holes in Near Face
pKf
pKg
pKh
pKm
pKn
pKp
phalol
phdlol
Match Line
pbe
ad NS
ad FS
Det. As Shown
RTM75L
K3510
Typ. Full length except weld outside only @ Gussets
For ½ Flg.
pba
Each Face
18 HSB 1 x 2½
14 HSB 1 x 3
Nuts & Wash. Outside
Finger Tight
Bend Line
B3 R.I.
hg
Butt Weld pba for Length
Dimensions from ℄ Flange Splice
27'-10½
39'-0 1/16
49'-11¼
61'-5¾
1'-2 x 2'-0 Opg. for Vent Cover
PSM1 (Inside)
Slotted Holes
RTM95
K3510
12 HSB 1 x 3½ Nuts F.S.
4-HSB 1 x 3½-Nuts F.S.
Flg. Slot
ah
2-pfv
aclol
6-HSB 1 x 3½ Nuts F.S. (Finger Tight)
Flg. Slot for Gusset
8'-9
Girder - G5
Girder - G6 left
LIFTING

NOTE
THE SCALE OF THIS PRINT IS
½ THAT OF THE ORIGINAL DRW
FOR EXAMPLE
INDICATED SCALE ¾"=1'-0"
SHOULD BE READ ⅜"=1'-0".
INDICATED SCALE 1"=10'-0"
SHOULD BE READ 1"=20'-0"



Shop to provide 2-1/2" Holes (3¼ 5/6) @10'-0 Max. Spacing for fastening Erectors Temporary Handrail. Holes to be filled with 3/8 Galv. H.S. Bolts after removal of Handrail.
NOTE
ALE OF THIS PRINT IS OF THE ORIGINAL DRWG AMPLE: TED SCALE 3/8"=1'-0" BE READ 1/4"=1'-0" TED SCALE 1"=10'-0" BE READ 1"=20'-0"
13/16
pdf
pdd
340 Spacing
RTM61-P
K3517
pakl01
pfp-Fs
Shipping Weld
109'-5 13/16 To ℄ Left End Top Flg Splice
70'-3¾
75'-11
81'-6¾
87'-1¼
92'-9
98'-4½
103'-11 5/16
D
P
M1
D3
N6
sc101
pwl01
pga101
pgt101
6 e stiff'r
B
B1 R.S.
13/16 Holes 'A' Near Face For Drain Pipe
2-pn
2-pc
1°17'04"
Bott. of Web
A
E
Ps on N.S. Web of Gdr. G5
pbh101
pkn-G7&G8
pkt-G5&G6
pga101-G7&G8
pkv-G5&G6
pkh
phc101
pha101
phb101
pkm
pkw
pky
RTM76 R/L
K3510
RTM65
K3517
54 HH @ 9½ = 11'-5
26 @ 2½ = 5'-5
1/8 HSB 1x2⅞ Each Web Hds Outside
Typ full length of 1⅞ Flg. Except weld outside only @ Gussets (unless Noted)
pbb
Each Face
18 HSB 1x2¾
14 HSB 1x3
Hds of Wash Outside Finger Tight
Bend Line
Both Faces Alike except for Floor Beam Connection and as noted
See Section E1 For remainder of Bottom Flange Section this End
Girder W.L.
72'-8
83'-10⅜
94'-9⅜
106'-3⅛
111'-10 7/16
RTM135
K3510
4 HSB 1x3¾ Hds Fs
12 HSB 1x3¾ Hds. F.S. Finger tight
13/16 Holes U.N.
- G5
- G6 Left
Girder - G7
Girder - G8 Left
Lifting Wt. = 100 Tons Approx.
Flg. Slot for Gusset (Same as at P.P.16)
16'-11¼
16'-11¼

27
17216
01

MURPHY PACIFIC ENTERPRISES

4300 EASTSHORE HIGHWAY EMERYVILLE CALIFORNIA

FREMONT BRIDGE SECTION

STADIUM FREEWAY HIGHWAY

MULTNOMAH COUNTY JUNE 1969

OREGON STATE HIGHWAY DEPARTMENT

American Bridge Division of USS United States Steel

Murphy Pacific

Maywood

3-6-70

CF

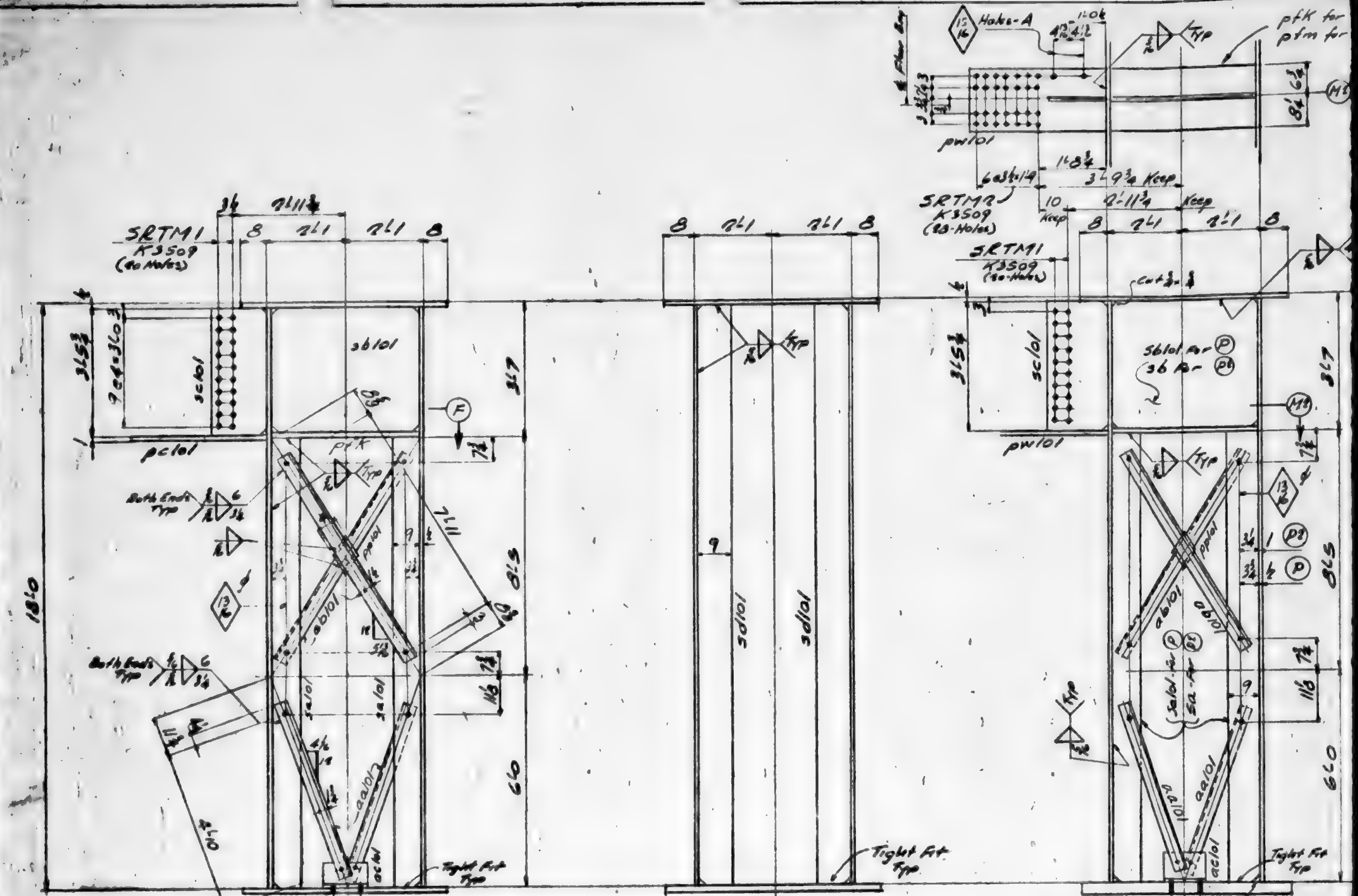
Low (391)

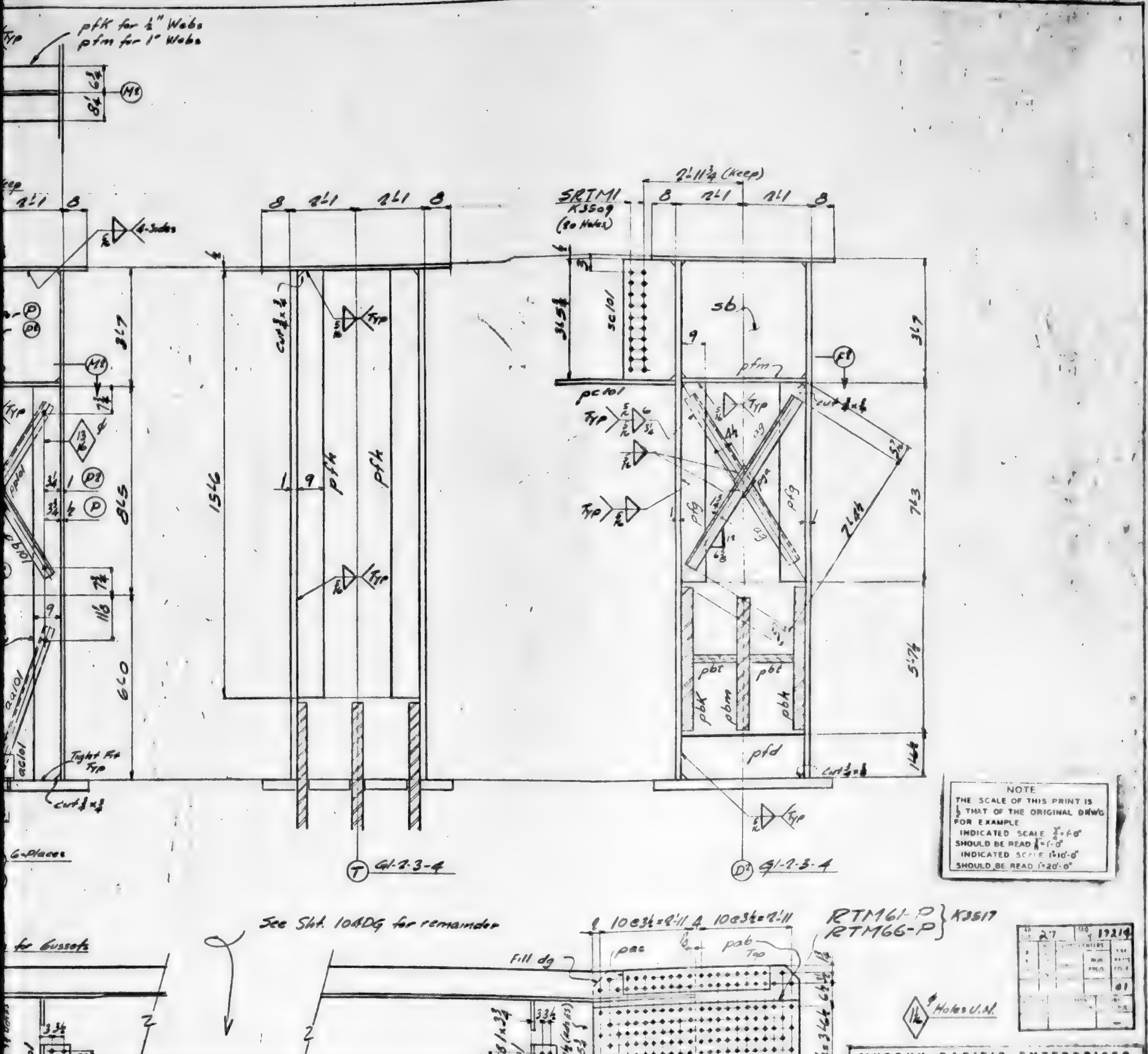
output code 4

1	7-12-71	
1	6-4-71	
C	11-19-70	C
B	10-15-70	C
A	3-19-70	C

K3515

104DG


SRTM1
K3509
(40-Holes)
3½
9'-11¼
8
9'-1
9'-1
8
18'-0
3'-5¾
9 @ 4 = 3'-0
sc101
pc101
3b101
pfk
Typ
Both Ends Typ
6
3¼
13/16
pp101
ab101
sa101
aa101
ac101
F
7¼
3'-7
8'-5
6'-0
11'-7
11⅛
4½
4-0
Tight Fit Typ
4 4
Bracing Symm
C
4-Places
G1-2-3-4
8
9'-1
9'-1
8
9
3d101
3d101
Tight Fit Typ
D
12 Places
Holes-A
15/16
1'-0½
4½ 4½
¢ Floor Beam
pw101
1'-8¾
6 @ 3½ = 1'-9
3'-9¾ Keep
SRTM2
K3509
(48-Holes)
10
Keep
2'-11¾
Keep
pfk for
pfm for
M2
8¼
6¾
cut ¾ × ¾
5b101 for P
3b for P2
M2
P2
P
sa101 for
5a for
Details of Dims not shown Same as in Sect. C
cut ¾ × ¾
G5-6-7-8
P
6-Places
P2
9'-11¼ ±
11'-2½
1'-0⅜
py-Welded for length
B3-R.2
3'-7½
(See Elevation)
Notch to Clear Ribs
py
pcy
pbk
pbm
pbk
ac101
3¾
4 4
4 MB 1 × 4⅞-Wh Rs
2'-9
2'-9
4'-0
10 @ 4½ = 3'-9
¢ Splice
2'-0
¢ Web Splice
3'-1
14
Fill-df
1'-11½
1'-11½
6 6 6
6 6 6
Slotted Holes for Gussets
ak
acm
2'-0½
2'-0½
2'-4½
2'-4½
4 MB-1¼ × 3½ Hd Rs
ac101
3¾
4 4
pcy
8 @ 3¼ = 2'-4
8 @ 3¼ = 2'-4
pcv-Bott
pcw-Top
RTM52-P
K3510
Ship Splice Material With
G1, G2, G3 & G4
5'-1
16'-3⅜
A
K6-11⅛
67'-3⅜ to End of Flg
G1-G2-G3-G4
Section E3
111'-10⅞
G5-G6-G


pfk for ½" Webs
pfm for 1" Webs
See Sht. 10ADG for remainder
SRTM1
K3509
(80 Holes)
2'-11½ (Keep)
pc101
sc101
sb
pfm
pfk
pfg
pbt
pbk
pbm
pfd
cut ½x½
Typ
Tight Fit Typ
6-Places
T G1-2-3-4
D² G1-2-3-4
RTM61-P
RTM66-P
K3517
10@3½=2'-11
pac
pab Top
pac Bot.
Fill dg
1¼ Holes U.N.
ac101
106'-3⅛
111'-10⅞
G5-G6-G7-G8

NOTE
THE SCALE OF THIS PRINT IS ½ THAT OF THE ORIGINAL DRWG
FOR EXAMPLE
INDICATED SCALE ¾"=1'-0"
SHOULD BE READ ⅜"=1'-0"
INDICATED SCALE 1"=10'-0"
SHOULD BE READ 1"=20'-0"

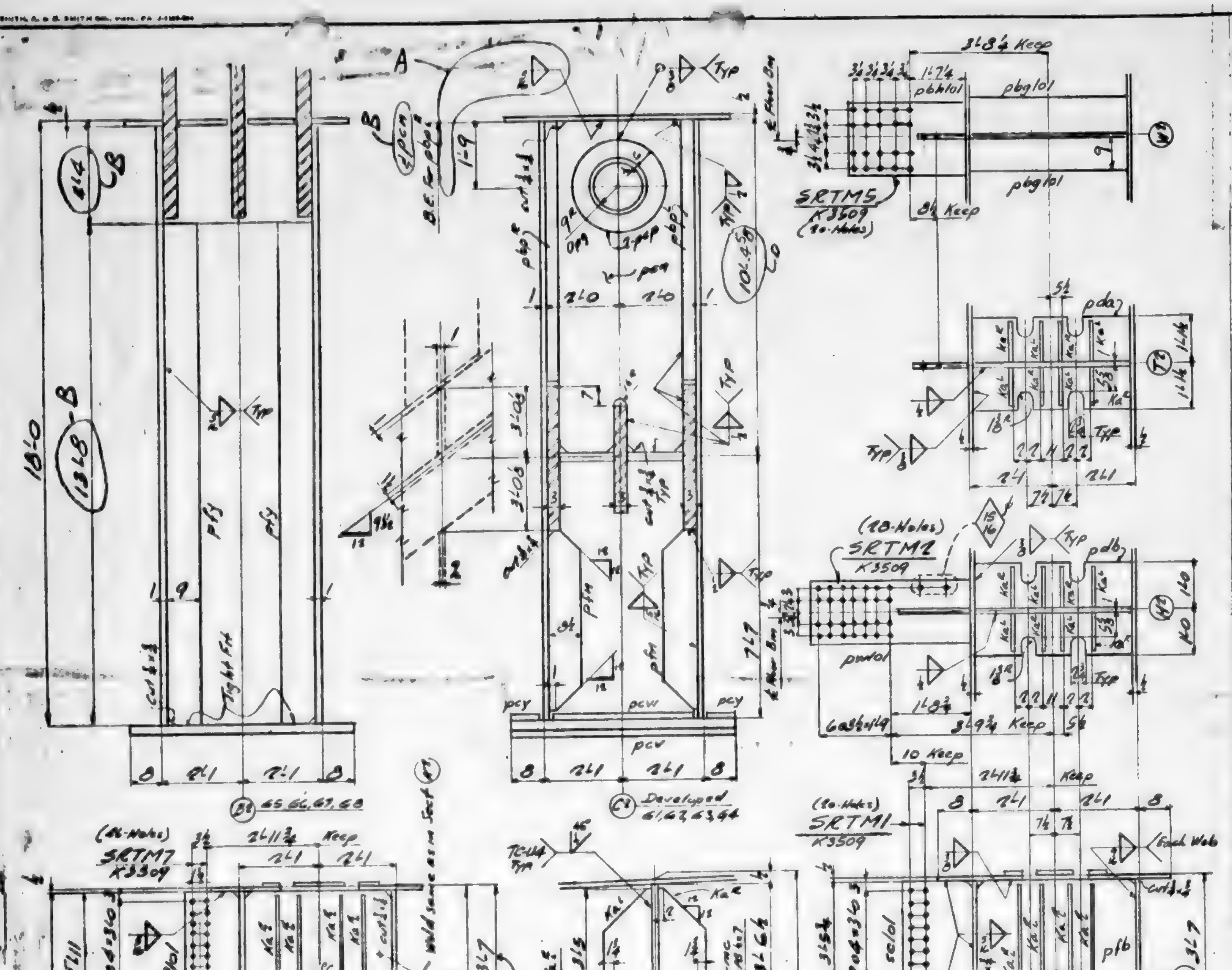
27 19219

MURPHY PACIFIC ENTERPRISES
4300 EASTSHORE HIGHWAY EMERYVILLE, CALIFORNIA

SUPERSTRUCTURE
FREMONT BRIDGE SECTION
STADIUM FREEWAY HIGHWAY
MULTNOMAH COUNTY JUNE 1969
OREGON STATE HIGHWAY DEPARTMENT

American Bridge Division of United States Steel

Murphy Pacific
Maywood
Rasmussen 3-10-70 CF 4/1/70
Laux (391)
output code 4
Ⓐ 10-13-70 C D
K3313
10AEG


SRTM5
K3509
(20-Holes)
3'-8¼ Keep
8¼ Keep
pbh101
pbg101
W8
SRTM2
K3509
(20-Holes)
pda
pdb
T8
H8
pw101
3'-9¾ Keep
10 Keep
2'-11½ Keep
SRTM1
K3509
(20-Holes)
SRTM7
K3509
(26-Holes)
2'-11¾ Keep
18'-0
13'-8
2'-4
10'-4½
B.E.
pcn
pcy
pcw
pcv
pfa
pfc
pfb
pdw
pdy
mb
mf
B8 65,66,67,68
C8 Developed 61,62,63,64
H8 Developed 65,66,67,68 (RP.16)
K8 Developed 65,66,67,68 (RP.15)
V8
Y8
T8
W8
Typ
Tight Fit
Tight Fit
Bend Line
3-HSB 1×3 Finger Tight
3-HSB 1×2¾ Finger tight
Weld same as on Sect H8
See Sect V8 for Details
Notch toe of The L's 1×3 to Clear Gusset
Notch toe of The L's 1×3 to clear Gusset
Shop to check this dim before cutting mb, pdw, pdy
Each Web
12'-5½
18'-0½
6'-11½
8'-10
5'-6
1'-0
3'-7

63		8	PL	16
64		16	FLT	5½
65		4	PL	10½
66		4	PL	10½
67		4	PL	15
68		4	PL	41½
69		4	PL	48
70		4	PL	48
71		4	PL	48
72		4	PL	48
73		4	PL	40
74		4	PL	40
75		8	PL	21½
76		8	PL	21½
77		8	FLT	7
78		80	PL	9
79		44	PL	41½
80		60	PL	16
81		96	PL	9
82		4	PL	16
83		88	L	3
84		88	L	3
85		28	PL	15
86		32	PL	15
87		96	FLT	3¾
88		44	L	8
89		4	CB	18
90		4	CB	18
91		4	FLT	8
92		4	PL	24
93		4	FLT	8
94		4	PL	20
95		8	PL	41
96		4	PL	4
97		4	PL	41
98		4	PL	41
99		44	FLT	4
100		4	PL	18
101		8	PL	9
102		8	PL	9
103		8	L	3
104		44	PL	15
105		8	PL	1
106		8	PL	8
107		8	FLT	7
108		8	PL	1

Notes:

1. See drw
2. See drwg
Testing
3. See drwg
4. Open Hol
5. R.S. den
6. B.E. den
7. Plates p
be welde
before a

NOTE
THE SCALE OF THIS
½ THAT OF THE ORIGI
FOR EXAMPLE
INDICATED SCALE
SHOULD BE READ ⅛"=1
INDICATED SCALE 1"
SHOULD BE READ 1"=2

Divisions 56 34 3 1

63	8	PL	16	½		6	2		pdd104	G5-6-7-8	A36	99028		504/01
64	16	FLT	5½	½		2	4		pdf104	G5-6-7-8		S		Rem.
65	4	PL	10½	1¾		1	4⅜		da	G1-2-3-4		MP		Rem.
66	4	PL	10½	1¾		2	5		db	G5-6-7-8		MP		
67	4	PL	15	1		3	6		pdg	G5-6-7-8		1032		104/01
68	4	PL	41½	½		4	0	TIE	pdh	G5-6-7-8		98029		106/07
69	4	PL	48	2		8	3¾	B/E F/E	pdk	G1-2-3-4	A514	98011		103/37
70	4	PL	48	2		13	0⅝	B/E F/E	pdm	G1-2-3-4	A514	98009		103/29
71	4	PL	48	2		13	4⅝	B/E F/E	pdn	G5-6-7-8	A514	98008		103/23
72	4	PL	48	2		7	11	B/E F/E	pdp	G5-6-7-8	A514	98010		103/26
73	4	PL	40	½		3	10½	F/E	dc	G1-2-3-4	A514 B	MP 6-004		M119
74	4	PL	40	½		3	10½	F/E	dd	G1-2-3-4	A514	MP 6-004		M119
75	8	PL	21½	⅜		4	9		pby101		A36	98041		110/9 604/3
76	8	PL	21½	⅜		3	10		pcb101			98040		110/5 602/1
77	8	FLT	7	⅜		1	9½		pck101			MP	Stock	110/11 602/5
78	80	PL	9	9/16		14	5	TIE	sa101	12-G5-6-7-8, 8-G1-2-3-4,		1023 5001		104/9 504/10
79	44	PL	41½	½		4	1	TIE	sb101	6-G5-6-7-8, 3-G1-2-3-4		99026		104/7 503/8
80	60	PL	16	½		3	5¾	TIE	sc101	6-G1-2-3-4, 9-G5-6-7-8.		99036 MP		
81	96	PL	9	7/16		17	11½	TIE	sd101	8-G1-2-3-4, 16-G5-6-7-8.		1029 5003		107/11 504/18
82	4	PL	16	½		8	9¾	TIE	sf101	G5-6-7-8		99029		504/16
83	88	L	3	3	5/16	5	7		aa101	8-G1-2-3-4, 14-G5-6-7-8.		99040		104/11 503/12
84	88	L	3	3	5/16	8	5		ab101	8-G1-2-3-4, 14-G5-6-7-8.		99041		104/12 504/14
85	28	PL	15	1		3	7½		pc101	6-G1-2-3-4, 1-G5-6-7-8.		1026 5004	4-007-S	
86	32	PL	15	1		3	7½		pw101	G5-6-7-8		↓	4-007-S	
87	96	FLT	3½	½			6	TIE	pbb101			MP	Stock	104/13 503/10
88	44	L	8	8	9/16	1	0		ac101	4-G1-2-3-4, 7-G5-6-7-8		99048		104/15 502/18
89	4	CB	18	45		2	4		ma	G1-2-3-4		S		503/14
90	4	CB	18	45		2	4½		mb	G5-6-7-8		98013		107/3
91	4	FLT	8	½		2	4		pdt	G1-2-3-4		99049		503/18
92	4	PL	24	½		2	4		pdv	G1-2-3-4		98039		108/9
93	4	FLT	8	½		2	4½		pdw	G5-6-7-8		99049		108/7
94	4	PL	24	⅜		2	4½		pdy	G5-6-7-8		98043		503/16
95	8	PL	41½	½		4	0	TIE	sb			98029 98053		107/7 503/4
96	4	PL	49	⅝		14	5½		pfa	G5-6-7-8		5013		504/8
97	4	PL	41½	1		4	1	TIE	pfb104			98053		503/4
98	4	PL	41½	1		4	1	TIE	pfc104	↓		98051		504/8
99	44	FLT	4	9/16			8½		pp101	4-G1-2-3-4, 7-G5-6-7-8		MP	Stock	Rem.
100	4	PL	18½	½		4	0		pfd	G1-2-3-4		98034		103/4
101	8	PL	9	9/16		7	3	TIE	pfg	G1-2-3-4		99056		103/6
102	8	PL	9	7/16		15	6	TIE	pfh	G1-2-3-4		1024		104/13
103	8	L	3½	3½	5/16	7	4½		ag	G1-2-3-4		MP		104/13
104	44	PL	15	1		4	1		pfk	5-G1-2-3-4, 6-G5-6-7-8		1033 5005		
105	8	PL	15	1		4	0		pfm			MP	Stock	
106	8	PL	8½	7/16		4	5		pfn	G1-2-3-4		MP		103/15
107	8	FLT	7	⅜		2	0		pfp			MP		104/5 110/11
108	8	PL	14	1		2	7		pft	G1-2-3-4	A441		✓	135/9

{104/3-105/3, 104/3-107/3, 504/4-504/10, 104/8}

{104/5-105/5, 104/5-136/1, 104/5-502/6, 503/8}

{105/1, 136/1 107/1, 504/3-136/3}

See Sht. SA11 & SA17 for Splice Plate Cutting Sketches

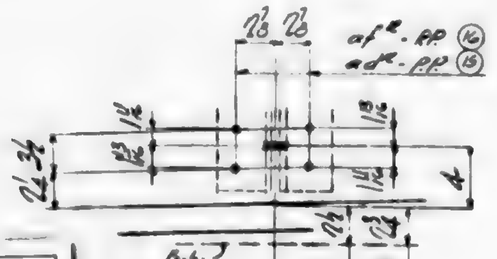
℄ See drwg 104G for Cutting Sketch & Cont. of Bill

Notes:

1. See drwg. P1 for Drilling & General Notes.
2. See drwg. P2 for Weld Symbols & Details and Ultrasonic Testing denoted by U.T.
3. See drwgs SA4 & SA5 for Shop Assembly to adjoining members.
4. Open Holes are for High Strength Structural Bolts unless noted-A.
5. R.I. denotes Radiographic Inspection.
6. B.E. denotes Bearing End. (Mill to Bear).
7. Plates pfb, pfc, pda, pdb & stiffeners Ka1-4 (See Sect. K3 & 112) are to be welded up as a weldment and then stress relieved per spec. before assembling to Girder.

1	1		Girder					10461	315×73			
2	1		Girder					10462				
3	1		Girder					10463				
4	1		Girder					10464	↓			
5	1		Girder					10465	348×113			
6	1		Girder					10466				
7	1		Girder					10467				
8	1		Girder					10468	↓			
9	8	PL	72	½	51	1	B/E F/E	pa	G1-2-3-4	A441	1045	
10	8	PL	72	½	49	1	B/E B/E	pb	G5-6-7-8	A441	5012	
11	8	PL	72	½	44	9½		pc	G5-6-7-8	A441	5015	
12	4	PL	143½	½	33	7½		pd	G1-2-3-4	A36	1021	
13	4	PL	143½	½	33	7½		pf	G1-2-3-4		↓	
14	4	PL	143½	½	17	[illegible]	B/E B/E	pg	G1-2-3-4		1024	
15	4	PL	143½	½	17	[illegible]		ph	G1-2-3-4		↓	
16	4	PL	143½	½	43	4		pk	G5-6-7-8		5009	
17	4	PL	143½	½	43	11½	B/E B/E	pm	G5-6-7-8		↓	
18	8	PL	143½	½	44	10⅝	B/E	pn	G5-6-7-8	↓	5007	
19	C 4	PL	57		1	0		pa		A514		
20	4	PL	66	½	69	10⅝		pt	G1-2-3-4	A36	1029	
21	4	PL	66	½	109	5 9/16		pv	G5-6-7-8	A36 Hold for length	5000 1029	
22	4	PL	66	1½	46	1 15/16	B/E	pw	G1-2-3-4	A588	[illegible]	
23	4	PL	66	1¼	121	[illegible]	B/E	py	G5-6-7-8	A588 Hold for length		
24	4	PL	66	1½	67	[illegible]	B/E	pba	G5-6-7-8	A588 Hold for length	5002	
25	4	PL	66	1¾	44	9½	B/E	pbb	G5-6-7-8	A588	5005	
26	4	PL	21½	1	13	11	B/E	pbc	G1-2-3-4	A441 Hold for [illegible]	[illegible]	
27	4	PL	21½	1	18	[illegible]	B/E	pbd	G1-2-3-4	↓	↓	
28	4	PL	19¾	1	13	4	B/E D	pbf	G5-6-7-8	A441	[illegible]	
29	4	PL	19¾	1	13	4	B/E D	pbg	G5-6-7-8	A441	↓	
30	4	PL	[illegible]	3	13	6½	F/E F/E	pbk	G1-2-3-4	A514	1022	
31	4	PL	46	3	13	6	F/E F/E	pbh	G1-2-3-4	A514	↓	
32	4	PL	46	3	25	[illegible]		pbm	G1-2-3-4	A514	1021	
33	8	PL	24	3	9	[illegible]		pbn	G5-6-7-8	[illegible]	[illegible]	
34	8	PL	24	3	8	1½	F/E	[illegible]	G1-2-3-4	↓	1069	
35	8	PL	19½	1½	16	[illegible]		pbt	G1-2-3-4	A514	1005	
36	8	PL	19½	1½	13	6 11/16		pbv	G5-6-7-8	A514	↓	
37	4	PL	46	3	14	[illegible]	F/E F/E	pbw	G5-6-7-8	A514	1032	
38	4	PL	46	3	13	9½	F/E B/E	pby	G5-6-7-8	A514	↓	
39	4	PL	46	3	21	7		pp	G5-6-7-8	A514	1021	
40	C 4	PL	57	1¾	19	[illegible]		pca	G1-2-3-4	A514		
41	16	PL	26	1¾	8	7	B	pcb	G1-2-3-4	A514		
42	16	PL	21	1¾	8	9		pcc	G1-2-3-4	A514	MP 6-002-3	
43	16	PL	26	9/16	7	5⅜		pcd	G1-2-3-4	A441	MP	
44	16	PL	22	[illegible]	5	5⅜		pcf	G1-2-3-4	A441	MP	
45	32	[illegible]	[illegible]	1¾	1	10½		pcg		A36	98060	
46	64	PL	7⅜	¾	1	6		pch		A36	[illegible] 99055	
47	16	PL	14	1	6	3		pck	G1-2-3-4	A514	MP	
48	4	PL	42	1	12	2	B	pcm	G5-6-7-8	A588	1071	
49	4	PL	42	1	[illegible]	[illegible]	D	pcn	G1-2-3-4	A588	1071	
50	16	PL	31	¾	[illegible]	7		pcp		A441	97002	
51	8	PL	19½	½	2	1⅜	TIE	pct	G5-6-7-8	A36	MP	Stock
52	4	PL	46	1	5	4		pcw	G1-2-3-4	A588	98006	
53	4	PL	64	1½	5	6		pcv	G1-2-3-4	A588	1047	
54	8	FLT	7	1	4	2		[illegible]	G1-2-3-4	A588	MP	
55	4	PL	66	1½	6	6		paa	G5-6-7-8	A588	5010	
56	4	PL	46	[illegible]	6	6		pab	G5-6-7-8	A588	98005	
57	8	FLT	7	1½	4	9		pac	G5-6-7-8	A588	[illegible]	7-001-Z
58	4	PL	127	[illegible]	4	1		pda104	G5-6-7-8	A36	98024	
59	8	PL	9	7/16	14	5	TIE	sa	G5-6-7-8	A36	5001	
60	8	PL	9	⅜	4	1	B/E	pby101	G5-6-7-8	A36	98057	
61	4	PL	24	1	4	1		pdb104	G5-6-7-8	A36	98055	
62	64	PL	11	1	3	5	B/E B/D	Ka1-4	G5-6-7-8	A36	[illegible]	

GIRDER SECTION 13-14-15-16



Detail (A1)

1 1/16 Holes U.N.

Yes - Per Specs

No

NOTE

THE SCALE OF THIS PRINT IS ½ THAT OF THE ORIGINAL DRWG

FOR EXAMPLE:

INDICATED SCALE ¾"=1'-0"

SHOULD BE READ ⅜"=1'-0"

INDICATED SCALE 1"=10'-0"

SHOULD BE READ 1"=20'-0"

SHOP NOTE:

ALL WELDS SHOWN ON THIS DRAWING SHALL BE MADE WITH E70XX SERIES ELECTRODE OR

Low Hyd. { F71XXXX or F72XXXXX } FOR SUBMERGED ARC.

MURPHY PACIFIC ENTERPRISES

4300 EASTSHORE HIGHWAY EMERYVILLE CALIFORNIA

SUPERSTRUCTURE

FREMONT BRIDGE SECTION

STADIUM FREEWAY HIGHWAY

MULTNOMAH COUNTY JUNE 1968

OREGON STATE HIGHWAY DEPARTMENT

American Bridge Division of USS United States Steel

Murphy Pacific

Maywood

Robinson 3/18/70 CF

Law (391)

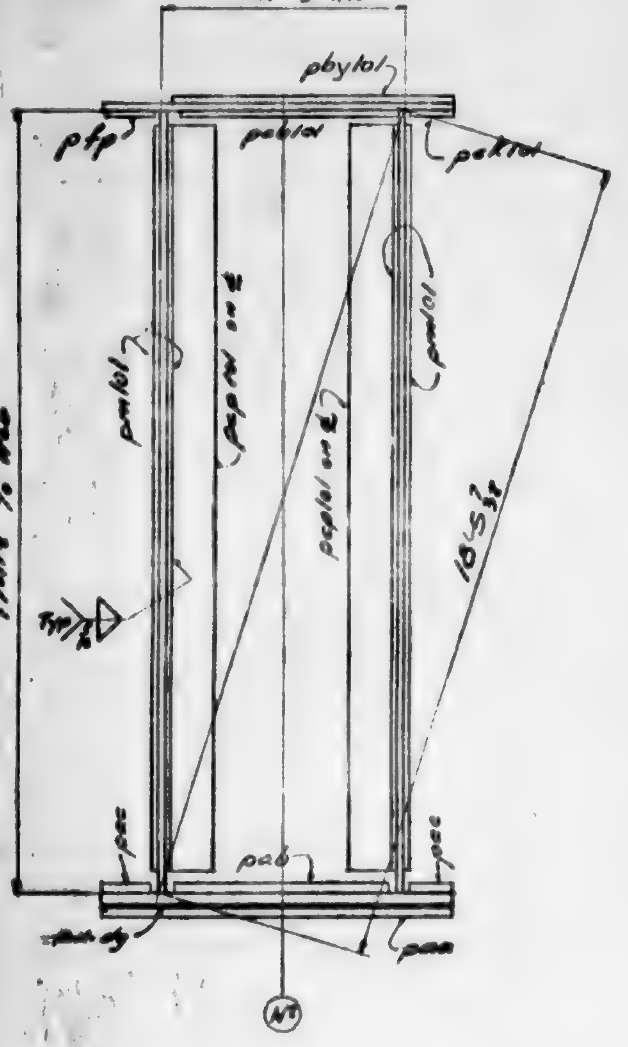
output cards

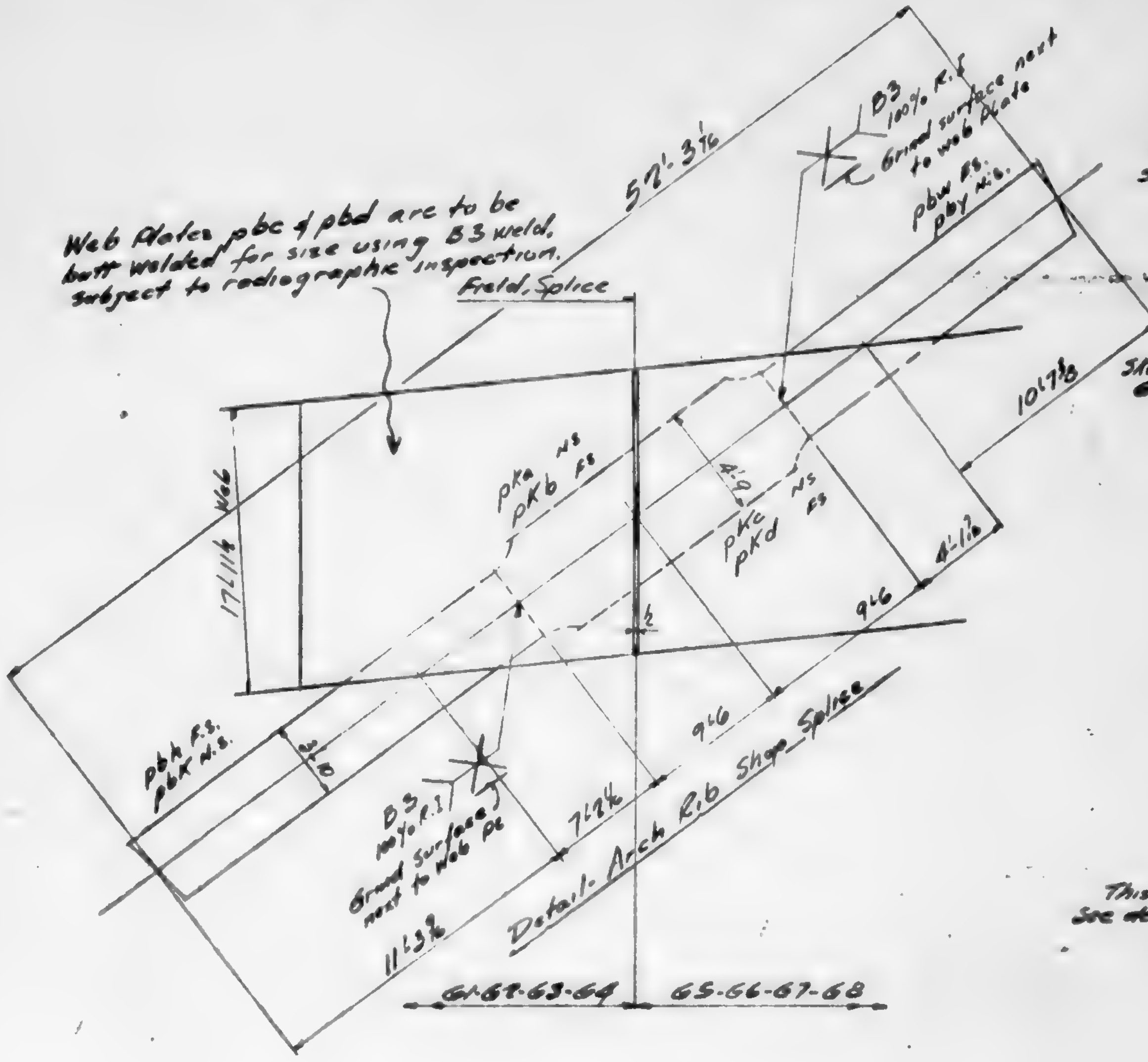
E3, E4, E5, E6

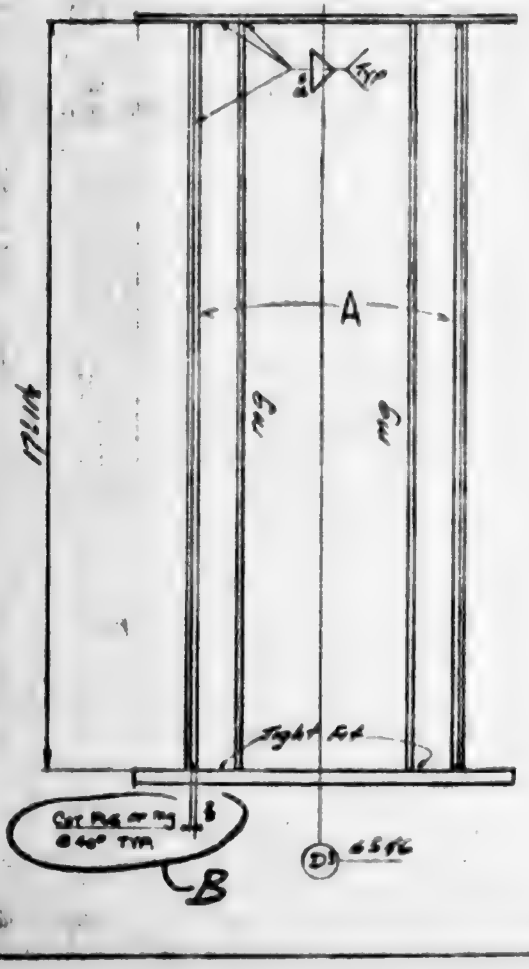
K3513

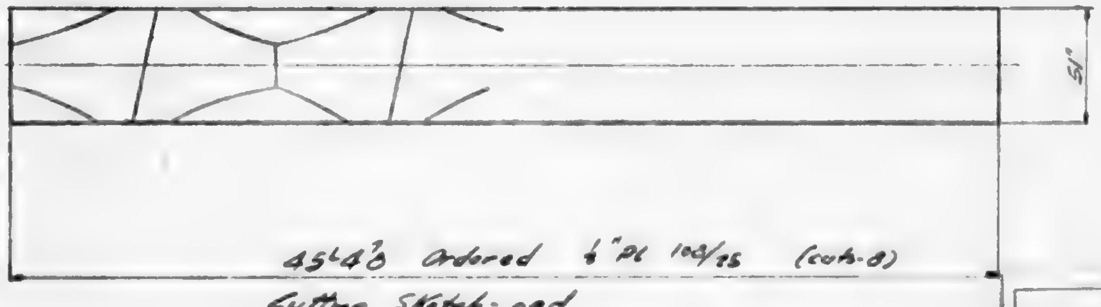
104F9

Welding

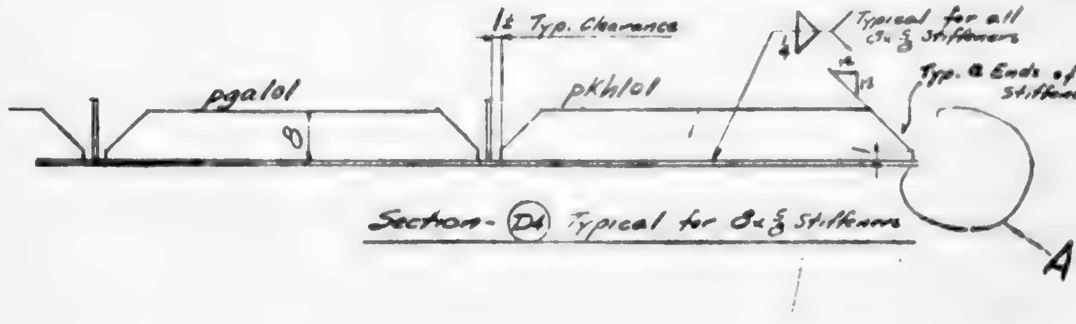

4'-1/2 a.o.
pbylol
pfp
pabial
paklol
pmlol
pmlol
paplol on ℄
paplol on ℄
17'-11/16 5/8 Web
10'-5 3/8
Typ 5/16
pac
pab
pac
pae
NT

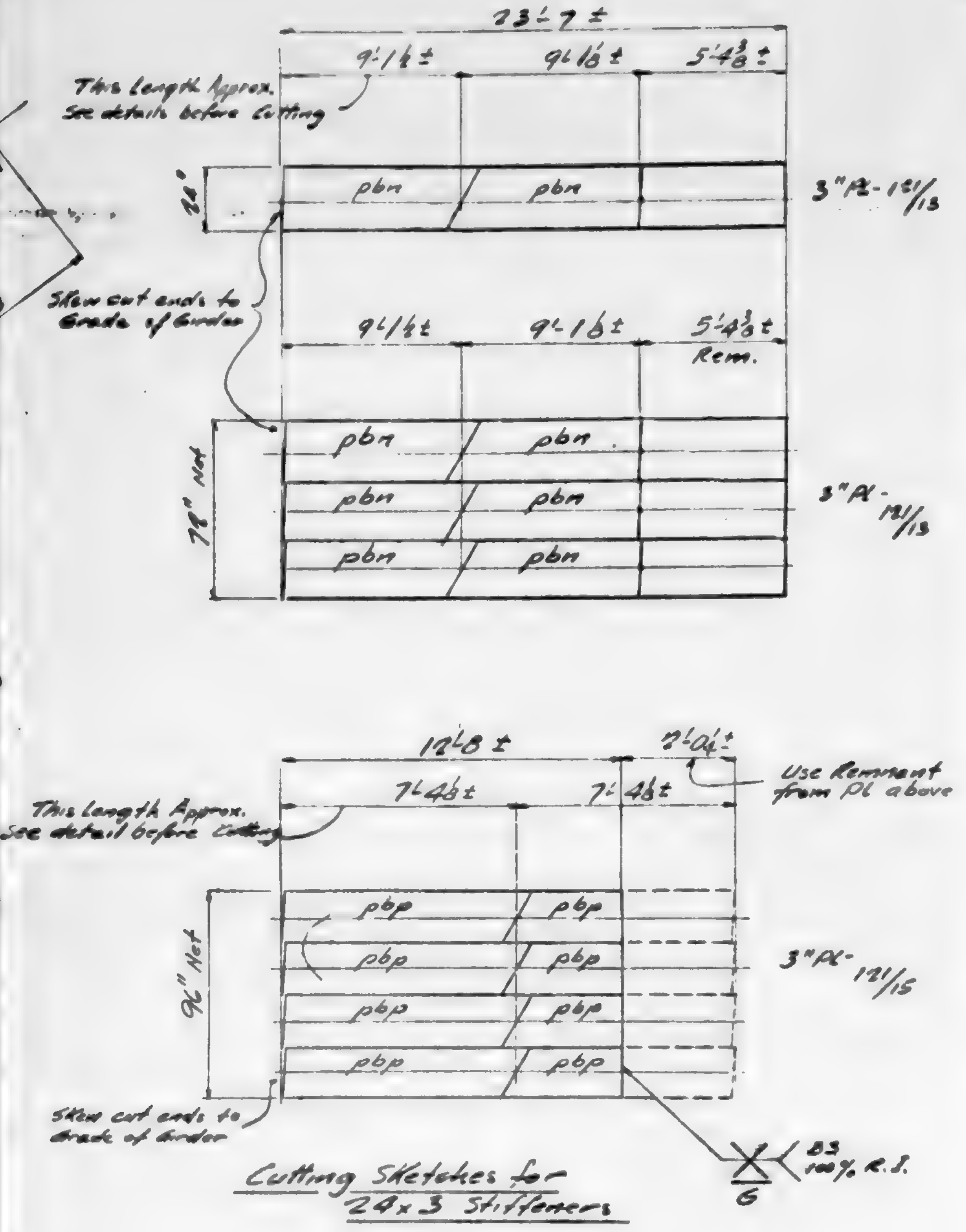

Web Plates pbc & pbd are to be butt welded for size using B3 weld. subject to radiographic inspection.
57'-3 1/16
B3 100% R.I.
Grind surface next to web plate
pbw F.S.
pby N.S.
Field Splice
10'-7 3/8
17'-11 1/16 Web
pka N.S.
pkb F.S.
4'-9
pkc N.S.
pkd F.S.
4'-1 1/16
9'-6
9'-6
pbh F.S.
pbk N.S.
3'-0
B3 100% R.I.
Grind surface next to web pl.
7'-2 3/4
11'-3 3/8
61-62-63-64
65-66-67-68
Detail- Arch Rib Shop Splice


Typ
A
6w
6w
17'-11 1/16
Tight Fit
Cut Pls at Rig 3/8 @ 45° Typ
B
D1 6556


51"
45'-4 3/8 Ordered 5/8" PL 100/75 (Cat. 8)
Cutting Sketch-pad

NOTE
THE SCALE OF THIS PRINT IS
1/2 THAT OF THE ORIGINAL DRW'G
FOR EXAMPLE:
INDICATED SCALE 1/4"=1'-0"
SHOULD BE READ 1/8"=1'-0"
INDICATED SCALE 1"=10'-0"
SHOULD BE READ 1"=20'-0"


1 1/2 Typ. Clearance
Typical for all 8x5/8 Stiffeners
Typ. @ Ends of all Stiffeners
pgalol
pkhlol
8
A
Section- D4 Typical for 8x5/8 Stiffeners


23'-7 ±
9'-1⅛ ±
9'-1⅛ ±
5'-4⅜ ±
This Length Approx. See details before Cutting
24"
pbn
pbn
3" PL-121/13
Skew cut ends to Grade of Girder
9'-1⅛ ±
9'-1⅛ ±
5'-4⅜ ± Rem.
72" Net
pbn
pbn
pbn
pbn
pbn
pbn
3" PL-121/13
12'-8 ±
7'-0¼ ±
This Length Approx. See detail before Cutting
7'-4⅛ ±
7'-4⅛ ±
Use Remnant from PL above
96" Net
pbp
pbp
pbp
pbp
pbp
pbp
pbp
pbp
pbp
pbp
3" PL-121/15
Skew cut ends to Grade of Girder
B3 100% R.S.
G

Cutting Sketches for 24x3 Stiffeners

1	: Continued from 104K6											
2												
3	32	FLT	6	½		4 0		pfv		A588	99045	
4	8	PL	51	½		5 8¾		pad	G-1-2-3-4	A441 See Cutting Sketch	1063	
5	8	FLT	4	½		7 10	Bend	ha		A36	MP	Stock
6	8	FLT	4	½		3 0		hb			MP	Stock
7	4	L	5	3½	⅜	2 3¼		hc			MP	1-015-3
8	4	L	5	3½	⅜	2 3¼		hd			MP	4-05-3
9	8	PL	46	½		3 11½		hf	G5-6-7-8		MP	Stock
10	8	PL	46	½		3 11⅝		hg			99025	
11	8	PL	46	½		3 11⅞		hh				
12	8	L	4	4	⅜	1 6		an	G-1-2-3-4		98065	
13	8	L	4	4	⅜	1 6		ab				
14	16	L	5	3½	⅜	1 7		ac			98066	
15	16	L	4	4	⅜	1 7		ad	G5-6-7-8		98065	
16	32	L	5	3½	⅜	1 3½		ah104			98066	
17	4	PL	31½	1¼		5 6		df		A588	99021	
18	4	PL	38⅞	¼		5 6		dg		A588	96020	
19	16	PL	13	⅜		17 6½		pm101		A441	5014	
20	8	PL	9	7/16		17 6½		pcp101		A36	5003	
21	8	PL	9	9/16		13 [illegible]	B	pfy			99011	
22	32	[illegible]	½	[illegible]		3½		mc104		A120	NP	
23	32	PB	½	HHN		7				A307		
24	8	TCB	10½	31		14 5½		mf		A36	[illegible]	
25	8	TCB	10½	36.5		14 5¾		[illegible]	G-1-2-3-4	A36	99009	
26	16	L	4	4	⅜	1 7		of	G5-6-7-8	A36	[illegible]	
27	4	FLT	4½	7/16		[illegible]		pga	G-1-2-3-4	A36		
28	4	PL	13	⅞		[illegible]	BIE	[illegible]	G5-6-7-8		99058	
29	[illegible]	PL	57	3		11 [illegible]	BIE	pka	G-1-2-3-4	A514	97010	
30	4	PL	[illegible]	3		11 [illegible]	BIE	pkb	G-1-2-3-4			
31	4	PL	57	3		11 [illegible]	BIE	pkc	G5-6-7-8			
32	4	PL	57	3		11 [illegible]	BIE	pkd	G5-6-7-8			
33	4	L	3½	3	⅜	[illegible]		[illegible]	G[illegible]	A36	5	
34	8	M	Vent Covers					[illegible]		Det on PL		
35	988	HSB	1	RD		2½			G-1-2-3-4	A325	NP	
36	56	HSB	1	[illegible]		2¾						
37	160	HSB	1	[illegible]		3						
38	96	HSB	1	RD		3¼						
39	[illegible]	HSB	1	RD		3[illegible]						
40	16	HSB	1	RD		4¼						
41	543	HSB	1	RD		5¾			G5-6-7-8			
43	[illegible]	HSB	1	RD		2½						
44	[illegible]	HSB	1			2¾						
45	[illegible]	HSB	[illegible]			3						
46	4[illegible]	HSB	1	RD								
47	11[illegible]	HSB	1	RD		3¼						
48	43	HSB	1	RD		3½						
49	24	HSB	1	RD		[illegible]						
50	150	[illegible]	1									
51	A 246	FLT	8	⅝		5 2		pga101	[illegible]	A36	2	
52	12	FLT	8	⅝		4 8		pgb101	[illegible]			
53	20	FLT	8	[illegible]		5 [illegible]		[illegible]101				
54	[illegible]	[illegible]	8	⅝		5 1½		[illegible]	[illegible]			
55	16	FLT	8	⅝		11 0		[illegible]03	6 2 3 4		3	
56	2	FLT	8	⅝		4 6½		pg[illegible]03			4	
57	8	FLT	8	⅝		5 3		pg[illegible]			2	
58	8	FLT	8	⅝		5 4		pgg				
59	8	FLT	8	⅝		5 2½		pgh				
60	8	FLT	8	⅝		5 3½		pgk				
61	4	HSB	¾			7½			GS-7	A325 Corrosion Resistant	MP	Ord
62	4	M	Chain-⅝" Links × 6						GS-7	Galvanized To Chain	MP	[illegible]

INT IS
L. DRWG

4	CB	12	161		17 [illegible]		my	GS-6	A36	MP 4-012-2 4-012-3	M115
8	FLT	8	⅝		5 4½	B	pkf	GS-6-7-8		2	132/2
8	FLT	8	⅝		5 7¼		phc101		A441	5	132/2
16	FLT	8	⅝		5 [illegible]		pkh	GS-6-7-8	A36	2 MP 4-015	M115
16	FLT	8	⅝		5 1⅜		pkm		A441	5	132/2
12	FLT	8	⅝		5 6¼	C	pkn	2-GS-6 4-G7-8	A36	2+3 MP 4-015-1	M115
12	FLT	8	⅝		5 8⅛		pkp		A441	5	132/2
8	FLT	8	⅝		5 1¾		phd101		A441	5	132/2
8	FLT	8	⅝		5 4¼	B	pkg		A441 B	2	132/2
8	L	6	4	⅜	3 10		ak		A36	MP 4-0[illegible] E	M119
72	FLT	8	⅝		5 4¾		pha101	[illegible]	A441	5	132/2
17	FLT	8	⅝		4 8		phb101	GS6-7-8	A441	5	132/2
5	FLT	8	⅝		5 0¼		pkt	GS-6	A36	MP 4-015	M115
5	FLT	8	⅝		4 10¾		pkv		A36	2	132/2-4
5	FLT	8	⅝		5 2⅛		pkw		A441	5	132/2
9	FLT	8	⅝		4 10½		pky		A441	5	132/4
8	FLT	8	⅝		5 4¼	B	pma	GS-6-7-8	A36	97013	135/2
8	FLT	8	⅝		5 5		pmb				
8	FLT	8	⅝		5 5½		pmc				
4	FLT	8	⅝		5 7⅛		pmd	G7-8	A441	5	132/2
4	FLT	8	⅝		5 1⅛		pmf	GS-6	A441	5	132/2
8	R	3	1		0 9		paa101		A36		

F

GIRDER SECTION 13-14-15-16

1 1/16 Holes U.N.

27 2214

7-12-71
11-[illegible]
7-9-70 C
8-13-70 C
8-19-70 C

188 188

MURPHY PACIFIC ENTERPRISES
[illegible], CALIFORNIA
[illegible] STRUCTURE
FREMONT BRIDGE SECTION
STADIUM FREEWAY HIGHWAY
THOMAS [illegible] 1969
[illegible] STATE HIGHWAY DEPARTMENT
American Bridge Division of United States Steel

Murphy Pacific
Maywood
Brunson 4-16-70 C.F. [illegible]
Law (BW)
output code 4
K3513
1046

FORM 81-734-3030

OREGON STATE HIGHWAY DIVISION

INTER-OFFICE CORRESPONDENCE

Salem, Oregon 97310

June 30, 1978

FILE:

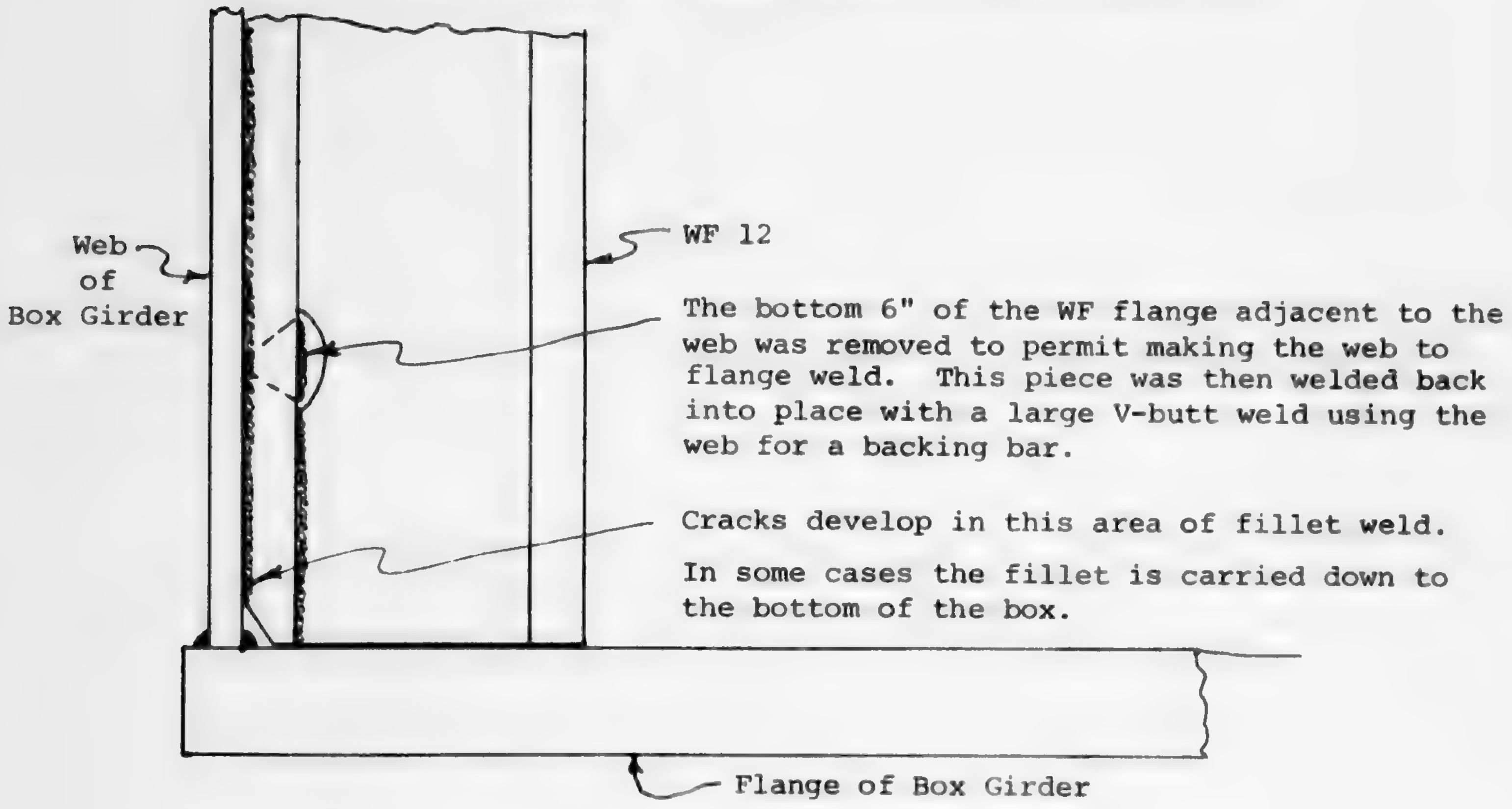
FROM: John C. Jenkins
Engineer of Materials & Research

SUBJECT: Fremont Bridge Main Span, Examination of H-Stiffener Cracks

TO: Memo to the File

The following are comments, sketches and photographs of cracks in fillet welds attaching heavy H-section stiffeners to the web plates of the main span box girders of the Fremont Bridge. Several of these, specifically those in the east half of the south box girder, were examined by grinding and dying on November 28 and 30, 1977.

A typical detail of these connections is shown below.



The bottom 6" of the WF flange adjacent to the web was removed to permit making the web to flange weld. This piece was then welded back into place with a large V-butt weld using the web for a backing bar.

Cracks develop in this area of fillet weld.

In some cases the fillet is carried down to the bottom of the box.

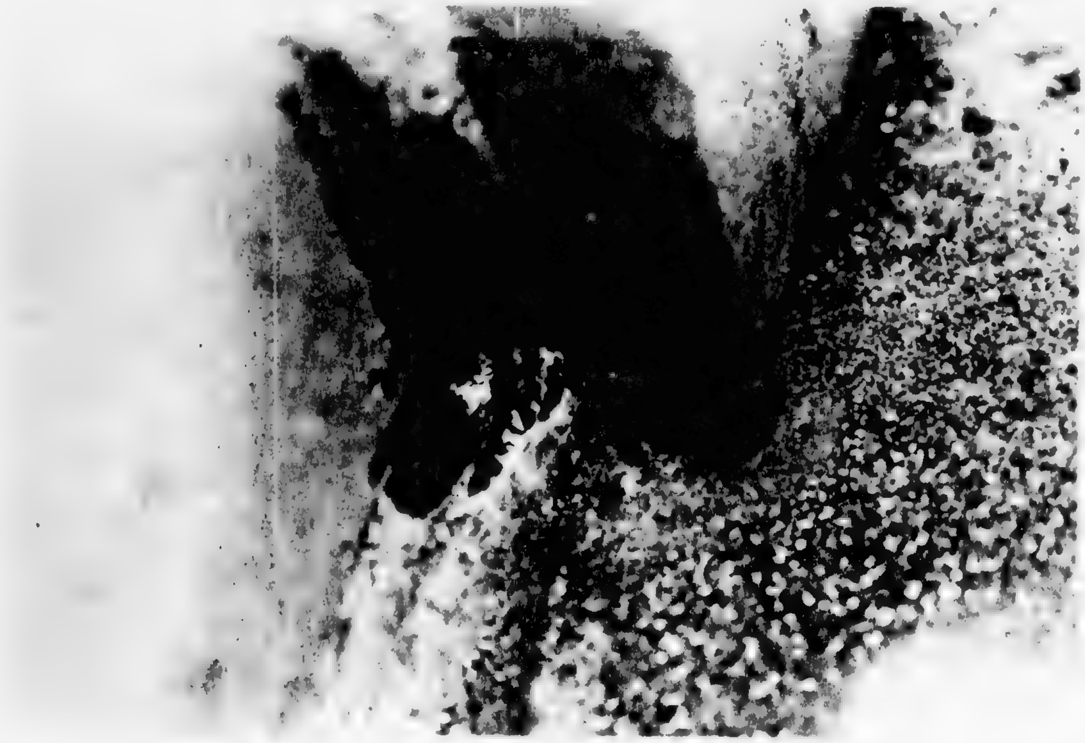
12" WF Stiffeners 27 ft. west of Panel Point 16 (southeast), Southwest corner, south stiffener. A large crack on the WF toe of the vertical fillet. The top of the crack about 2 $^3/_4$" above the box bottom flange after grinding 5 minutes. The bottom of the crack about $^3/_8$" above the box bottom flange. The fillet was carried down past the WF flange bevel cut, but the bevel cut was not completely closed up. Pictures 1 & 5 (after dying).

Picture 1.

Picture 5.

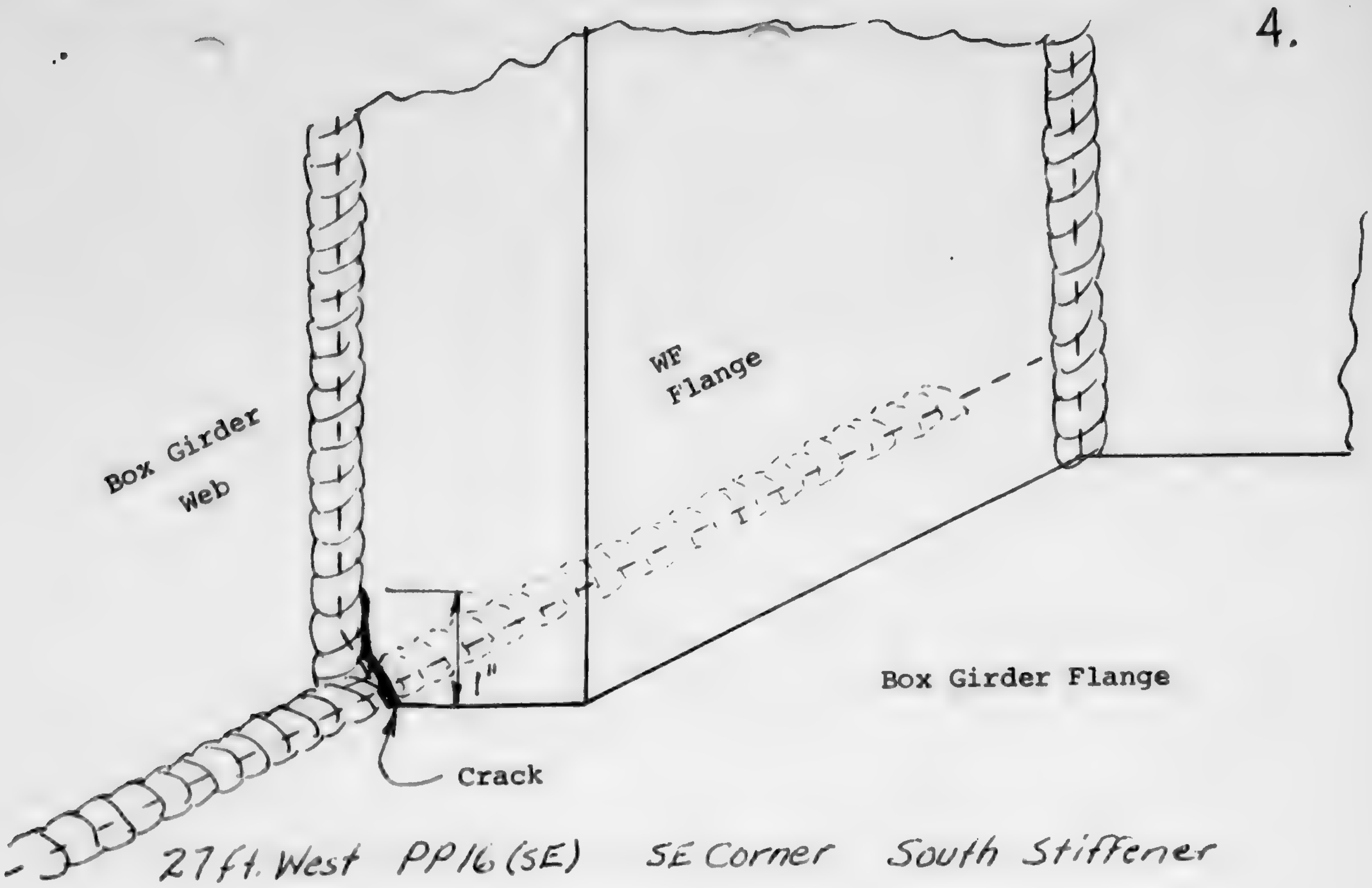
12" WF stiffeners 27 ft. west of Panel Point 16 (southeast), Southeast corner, south stiffener. The vertical fillet weld attaching the WF stiffener to the box girder web is carried down to close the WF flange bevel and joint the horizontal fillet weld attaching the box girder web to bottom flange. A crack runs up the vertical fillet WF toe. Excavating the crack shows that it originates at the root of the fillet where the WF flange bevel cut meets the box girder web. The crack is visible up to 1" above the box girder flange.

Pictures 17 & 18.



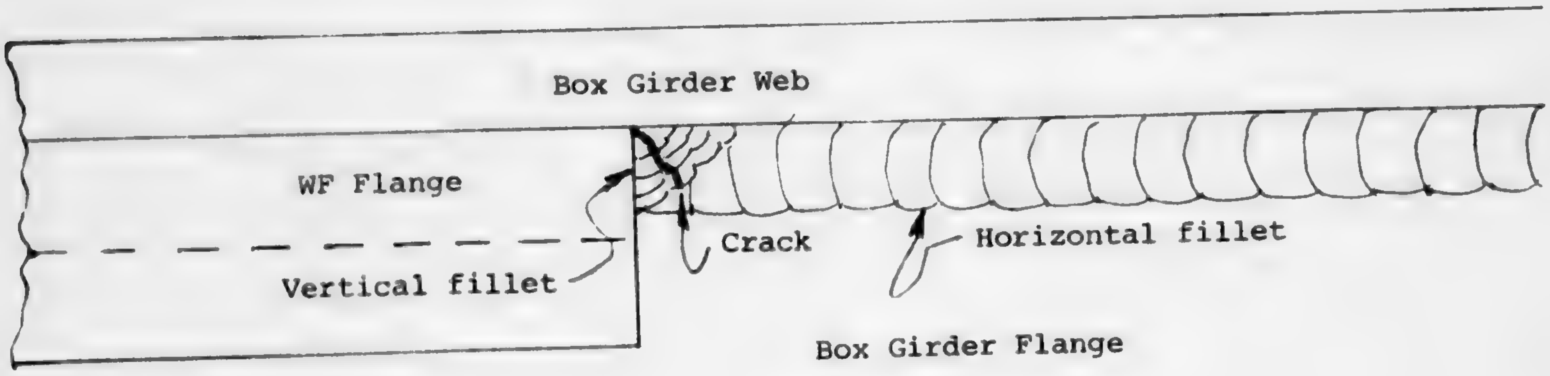
Picture 17.

Picture 18.


Box Girder
Web
WF
Flange
1"
Box Girder Flange
Crack

27 ft. West PP16 (SE) SE Corner South Stiffener

12" WF Stiffeners 27 ft. west of Panel Point 16 (southeast), Northeast corner, north stiffener. A crack starts under the stiffener and runs up the WF flange side of the vertical fillet. Grinding removed all indication of the crack. Pictures 15 & 8.


Box Girder Web
WF Flange
Vertical fillet
Crack
Horizontal fillet
Box Girder Flange

Picture 15.

Picture 8.

12" WF Stiffeners 27 ft. west of Panel Point 16 (southeast). Northwest corner, north stiffener. No crack visible initially. Vertical fillet hadn't been carried down past the top of the WF flange bevel. After dying, there was a suggestion of a crack or overlap at the junction of the horizontal and vertical fillet weld toes and the surface of the box girder web. Picture 4.

Picture 4.

12" WF Stiffeners 6 ft. west of Panel Point 19 (southeast). Southeast corner, south stiffener. A crack $^3/8$" long was revealed in the root of the vertical fillet weld after removing part of the weld bead. The original vertical fillet weld had not covered all of the WF flange bevel opening. Pictures 19, 2 & 3.

Picture 19.

Picture 2.

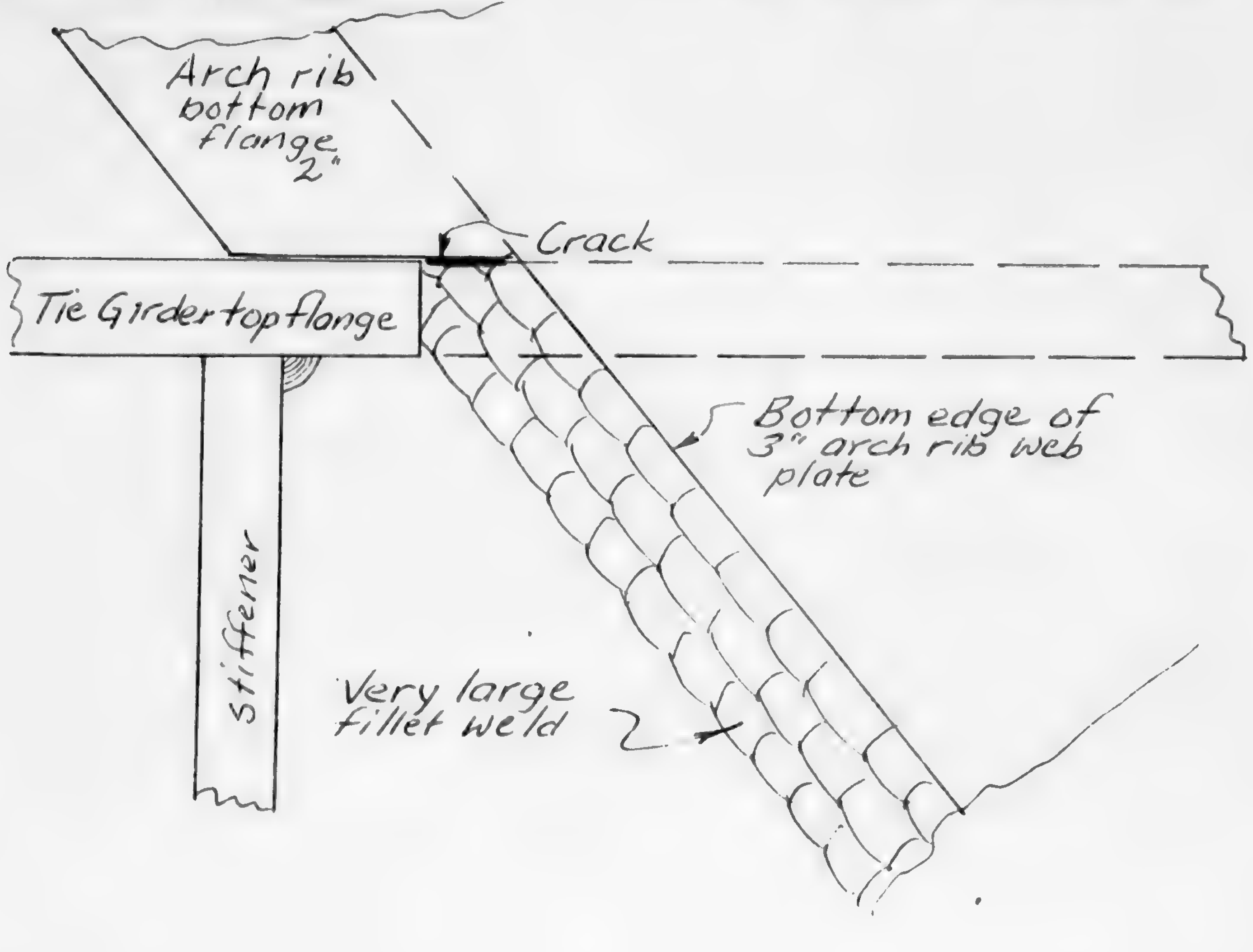
Picture 3.

12" WF Stiffeners 6 ft. west of Panel Point 19 (southeast).
Southwest corner, south stiffener. The vertical fillet weld did not extend below the top of the WF flange bevel. No crack was found grinding and dying.

Northwest corner, north stiffener. The vertical fillet weld did not extend below the top of the WF flange bevel. No crack was found grinding and dying.

Northwest corner, north stiffener. The vertical fillet weld did not extend below the top of the WF flange bevel. No crack was found grinding and dying.

Panel Point 14 (southeast).
The arch rib box is transposed into an H-section with a center vertical stiffener where the arch rib passes through the tie girder box. At the top of the tie girder, north side, where the arch rib 3" web plate passes through the top flange of the tie girder, a large fillet weld joins the 3" arch web plate to the 1" tie girder web plate. The fillet weld also joins the 3" web plate to the side of the slot in the top flange of the tie girder through which the 3" web plate passes. The fillet weld also joints the 3" web plate to the end of the arch rib 2" bottom flange plate where it terminates on top of the tie girder top flange. There is a crack at the level of the top of the tie girder top flange extending into the large fillet weld.


Arch rib bottom flange 2"
Crack
Tie Girder top flange
Bottom edge of 3" arch rib web plate
stiffener
Very large fillet weld

Fracture Control Plan

Prepared jointly by the Technical Committee's
for Structural Steel Design and for Welding of
the AASHTO Subcommittee on Bridges and Structures
and The Federal Highway Administration

April 1978

PREFACE

concert

This "Fracture Control Plan" has been developed by the Structural Steel Design and Welding Technical Committees of the AASHTO Subcommittee on Bridges and Structures in consort with the Bridge Division of the FHWA as part of the continuing work toward improving the behavior of steel structures.

An initial meeting was held in Atlanta, Georgia, during the month of October, 1977, at which was discussed the various aspects of a fracture control plan. Participants in that meeting in addition to the FHWA and AASHTO representatives, were from the AISC, AISI and AWS; the aircraft and ship building industries, and the Consultant and academic fields. The meeting thus convened consisted of experts in the behavior of steel under conditions of temperature and stress. At the conclusion of that meeting the AASHTO representatives voted to prepare fracture control plans for submittal to the AASHTO Bridge Committee for approval. Subsequent meetings were held in New Orleans, Louisiana, and Washington, D. C., to finalize the findings.

This document is a result of those meetings

FRACTURE CONTROL PLAN

April 1978

1. Scope

This fracture control plan:

1.1 assigns responsibility for specifying which, if any, steel bridge member components fall in the category of "fracture critical";

1.2 requires American Institute of Steel Construction (AISC) Quality Certification or other suitable certification program to assure that "fracture critical" members are fabricated by plants with personnel, organization, experience, procedures, knowledge, and equipment capable of producing quality workmanship;

1.3 requires that all Welding Inspectors be qualified under the provisions of the American Welding Society (AWS) Qualification and Certification Program, or other suitable demonstration of competence to assure that "fracture critical" members are in compliance with this control plan;

1.4 requires American Society of Nondestructive Testing (ASNT) Level-II and Level-III personnel on the staff of both fabricator and Engineer for the inspection of "fracture critical" members;

1.5 specifies requirements which supersede AASHTO Standard Specifications for Welding of Structural Steel Highway Bridges including provisions to control hydrogen cracking, welding-procedure qualification, weld toughness and weld repair in "fracture critical" members;

1.6 specifies fracture toughness values for "fracture critical" members;

2. Definitions

2.1 Fracture critical members (FCMs) are those tension components of a bridge whose failure would be expected to result in the collapse of the bridge.

2.2 Tension components of a bridge consist of pure tension members and those portions of a flexural member that are subject to tension stress. Any attachment having a length in the direction of the tension stress greater than 4 inches that is welded to a tension component of a "fracture critical" member shall be considered part of the tension component and, therefore, shall be considered "fracture critical." All welds are subject to the welding requirements contained in the Fracture Control Plan.

3. Design and Review Responsibilities

The Engineer has full responsibility for suitability of the design of the structure for its intended purpose, including the selection of proper materials and weld details. In addition:

3.1 The responsibility for determining which, if any, bridge member components fall in the fracture-critical-member (FCM) category shall rest with the Engineer.

3.2 The Engineer shall evaluate each bridge design to determine the location of any FCMs that may exist. The location of all members or components deemed "fracture critical" by the Engineer shall be clearly delineated on the contract plans. The Engineer shall review the shop drawings involving FCMs to assure that they show the location and extent of FCMs. The contract plans shall specify the presence of FCMs.

3.3 Weld designs and shop drawings shall be reviewed by the Engineer to assure conformance with the contract documents.

3.4 The Engineer shall verify the proper and sufficient implementation of this fracture control plan, including compliance at all stages of fabrication and erection.

4. Fabricator Qualification Certification

4.1 Structural steel fabricators shall be certified under the AISC Quality Certification Program, Category III, Major Steel Bridges, or another suitable program as determined by the Engineer.

5. Welding Inspector Certification

5.1 Welding inspection by both fabricator and Engineer, of FCMs shall be by personnel certified either by the AWS Qualification and Certification Program or other suitable demonstration of competence as determined by the Engineer.

6. Non-Destructive Testing Personnel Qualification

6.1 Nondestructive testing of FCMs, both by fabricator and Engineer shall be performed by personnel qualified as NDT Level-II technicians under ASNT Recommended Practice SNT-TC-1A.

6.2 NDT Level-II technicians engaged in nondestructive testing of FCMs shall be under the supervision of an SNT-TC-1A NDT Level-III person.

6.3 The Engineer shall have the option to verify the qualifications of NDT Level II technicians by retest or by other suitable means.

7. Supplementary Welding Requirements to the AASHTO Standard Specification for Welding of Structural Steel Highway Bridges (AASHTO Welding Specifications).

7.1 This FCP requires fracture testing of weld metal deposited during weld procedure qualification testing and provides for more stringent weld-procedure qualification as defined in Article 10.

7.2 Preheat/interpass temperature. The preheat/interpass temperatures shall conform to the requirements of Table 7.2 for the higher strength steel being welded.

7.3 Repairs to Welding: Paragraphs 3.2, 3.7, 4.4 and 5.2 of the AASHTO Welding Specifications are supplemented by a mandatory requirement that all repairs to base and weld metal be documented giving the details of the type and extent of discontinuities. Welding repair procedures shall be approved by the Engineer prior to initiating repairs. Repair welding is defined as any welding, including removal of weld or base metal in preparation for welding necessary to correct defects in materials or workmanship. The provisions of this section do not apply to "dead ends" of members where a crack which initiated from residual stress could not propagate due to the absence of applied stress.

7.3.1 Repair welding may be performed using any of the welding procedures qualified for use in the fabrication of FCMs. All repair welding shall be subject to nondestructive tests as provided herein.

7.3.2 Repair welding which consists solely of the deposition of additional weld beads to compensate for insufficient weld throat, used to fill shallow excavations produced by grinding performed to remove small discontinuities or to remove undercut shall not require documentation or prior approval of the Engineer.

7.3.3 The Contractor may prepare repair procedures for noncritical repairs and submit them to the Engineer for preapproval. Preapproved procedures may be employed after the

Table 7.2

MINIMUM PREHEAT/INTERPASS TEMPERATURE FOR A36, A572 & A588 STEELS

Thickness of Thickest Part (at point of welding) inches	PLATE MATERIALS A36 and A572	A588
to 3/4, incl.	100	100
over 3/4 to 1-1/2	150	200
over 1-1/2 to 2-1/2	200	300
over 2-1/2	300	350

FOR A514 & A517 STEELS

KJ/in / Thickness, in	30	40	50	70	90	110
1/4 to 3/8	50-150					
> 3/8 to 1/2	150-300	50-200				
> 1/2 to 3/4	250-400	200-350	100-250			
> 3/4 to 1		250-400	250-400	150-300		
> 1 to 2			250-400	250-400	200-350	200-300
> 2			300-450	300-450	300-450	300-450

Notes

1. When the temperature of the base metal is below the temperature listed for the thickness of material being welded, it shall be preheated (except as otherwise provided) in such manner that the surface of the parts on which weld metal is being deposited are at or above the specified minimum temperature for a distance equal to the thickness of the part being welded, but not less than 3 inches, both laterally and in advance of the welding, with the preheat/interpass temperature measured on both sides of the plates being joined. Heat input when welding quenched and tempered steel shall not exceed the steel producers' recommendations.

2. Welding shall be carried to completion before the joint is allowed to cool below the minimum preheat/interpass temperature specified in Table 7.2; i.e., the weld joint shall not drop below the minimum preheat/interpass temperature until the last weld pass of the joint is completed.

3. Welding a steel section which is at an initial temperature below 100°F may require localized preheating to remove moisture from the surface of the steel.

Inspector has verified that the discontinuity to be repaired is as described in the approved procedure. Preapproval of the Contractor's procedures for the repair of defects which are noncritical and which may normally be expected to occur in the course of the work is designed to demonstrate that the Contractor has an acceptable plan before the work is initiated. Noncritical repairs which may be preapproved include the following:

A. Gouges in cut edges that are 7/16 inch deep or less.

B. Lamellar discontinuities less than one inch deep, or with a depth of less than one-half the thickness of the plate cut edge, whichever is less, provided that the lamellar discontinuity is not within 12 inches of a tension groove weld. There shall be no visible lamellar discontinuities in the boundaries of tension groove welds.

C. The repair of base metal surfaces when ASTM A6 provides for repair welding. (Repair shall be performed as described in the approved procedure.)

D. First-time excavation and repair from one surface of groove welds and of fillet welds which contain porosity, slag or incomplete fusion provided the excavation does not exceed the following limits:

Length of Weld"L"	Total Length of Excavation
Up to 1'-6"	"L" or 10" whichever is less.
Over 1'-6" to 3'	1'-0"
Over 3' to 6'	1'-6"
Over 6' to 12'	2'-0"
Over 12' to 24'	3'-0"
Over 24'	3'-0" or 10 percent whichever is greater.

The depth of groove weld excavations shall not exceed 65 percent of the effective throat of the weld detailed on the Plans.

7.3.4 Critical repair procedures shall be individually approved by the Engineer before repair welding is begun. Critical repairs include the following:

A. Gouges in cut edges greater than 7/16 inch deep.

B. Repair of lamellar discontinuities not provided for in 7.3.3.

C. Repair of surface or internal defects in rolled, forged or cast products except as provided in 7.3.3.

D. Repair of weld defects except as provided in 7.3.3.

E. Repair of cracks in all metal products including base metal separations such as lamellar tears. This shall exclude "hot" or "restraint" cracks which are confined to root passes.

F. Dimensional corrections requiring weld removal and rewelding.

G. Any weld correction to compensate for a fabrication error such as improper cutting, punching, drilling, machining, fitting, assembly, etc.

7.3.5 Repair procedures shall include sketches or full-size drawings as necessary to accurately describe the deficiency and proposed method of repair. Critical repair procedures as described in 7.3.4 shall include an accurate description of the location of the discontinuity.

7.3.6 Repair sketches or drawings shall show the discontinuity in plan view, elevation and section as necessary to adequately describe the discontinuity as it appears prior to repair. The repair sketches or drawings shall be revised as necessary to show any difference between the initial type, size, location, and orientation of discontinuities and the final quantification of the discontinuities as determined during the repair. Repair drawings shall contain two lines for the Inspector's signature. Signature on the first line shall indicate the Inspector has examined the discontinuity(s) and agrees that the repair drawings accurately describe the discontinuity(s). When repairs are completed, signature on the second line shall indicate acceptance of the completed repair and the specified nondestructive tests.

7.3.7 Repair procedures shall include at least the following provisions and list steps in the order to be performed:

A. Surfaces shall be cleaned and ground as necessary to aid visual and nondestructive tests to enable the Contractor and Inspector to identify and quantify the discontinuity(s).

B. The discontinuity shall be drawn as it appears from visual inspection and NDT.

C. Preheat prior to arc-air gouging shall be listed. The method and extent of excavation shall be completely described giving the sequence of progressive excavations.

D. Magnetic particle inspection or other inspection procedures approved by the Engineer shall be used to determine if the discontinuity was removed as planned.

E. All air carbon-arc gouged and oxygen-cut surfaces that form a boundary for a repair weld shall be ground to form a smooth, bright surface. Oxygen gouging shall not be permitted in the construction and repair of FCMs.

F. All required run-off tabs and back-up bars shall be shown in detail.

G. Preheat and interpass temperature shall be listed. A514 and A517 steels shall be heated as shown in Table 7.2, except that the minimum temperature shall be 225°F whenever this temperature plus the heat input from welding will not exceed the steel manufacturers' recommendations. A36, A572 and A588 steels with thicknesses up to 1-1/2 inches shall be heated to 250°F minimum. Thicknesses above 1-1/2 inches shall be heated to 350°F minimum. Preheat and interpass temperatures shall be maintained without interruption until the repair is completed.

H. The repair welding procedure specification shall be completely described. Procedures qualified by test for the fabrication need not be qualified by test for the specific method of repair unless otherwise ordered by the Engineer.

I. Joint welding details considered prequalified by the AASHTO Welding Specifications and approved for fabrication need not be requalified if the geometry and sequence of excavations and rewelding provides good access to all portions of the weld joint or excavation in the opinion of the Engineer.

J. Peening, if required, shall be completely described. In addition to the provisions of 3.8, peening shall be performed at temperatures between the minimum preheat/interpass temperature and 600°F maximum. Peening equipment shall not contaminate the joint. The striking end of peening tools shall be finished in the form of a hemisphere with a minimum radius of 1/4 inch. Peening tools shall be directed against the convex surfaces of weld layers or beads, and not against the base metal or the fusion boundary between weld and base metal.

K. Postheat shall be employed and shall continue without interruption from the completion of repair welding to the end of the minimum specified postheat period. Postheat shall be at 450°F for one hour minimum for each inch of weld thickness or for two hours, whichever is less. Preheat, interpass temperature maintenance during repair, and postheat shall be contiguous operations.

L. Repair weld surfaces shall be ground flush or may be left with weld reinforcement provided all surface lines are removed and any remaining reinforcement is faired in on a maximum slope of 1 on 4. Weld reinforcement shall not exceed the limits stated in Table 7.3. Faying surfaces shall be ground flush.

Table 7.3

Plate Thickness, Inches	Thickness of Reinforcement, Inches
Less than 3/4 (essentially flush)	1/32 each side or 1/16 Total
3/4 to 1	3/64 each side or 3/32 Total
Over 1 to 2	1/16 each side or 1/8 Total
Over 2 to 3	3/32 each side or 3/16 Total
Over 3	1/8 each side or 1/4 Total

M. If stress relief heat treatment is required, it shall be completely described. Tests shall be performed to determine the effect of the heat treatment on both weld and base metal properties before the procedure is approved. Final acceptance NDT shall be performed after stress relief is complete.

N. Repair welds shall be examined by UT, RT, and MT. RT shall conform to Section 6, Part B of the AASHTO Welding Specifications and may be performed as soon as the weldment has cooled to ambient temperature. MT and UT shall also conform to Section 6, Part C of the AASHTO Welding Specifications. Final acceptance testing by MT and UT shall not be performed until the steel weldments have been cooled to ambient temperature for at least the elapsed time indicated as follows:

A36, A572, A588		A514, A517	
≤ 2"	24 hrs.	≤ 2"	48 hrs.
> 2"	48 hrs.	> 2"	72 hrs.

7.3.8 All repair welding and nondestructive testing shall be performed as described in the approved repair procedure.

7.3.9 The location of critical repairs shall be documented and repair procedures shall be retained as part of the project records.

8. Toughness of Steel in FCMs

8.1 Charpy V-notch impact test. Table 8.1 modifies the AASHTO Materials Specification toughness requirements for main-load-carrying tension member components where steel is to be used in FCMs.

9. Nondestructive Inspection of FCMs

For purposes of this plan, quality control (QC) shall be the responsibility of the fabricator/erector and quality assurance (QA) the prerogative of the owner.

9.1 All tension groove welds shall be radiographic (RT) and ultrasonic (UT) tested in QC.

9.2 Cobalt 60 may only be used as a radioactive source in QC when the steel being inspected exceeds 3 inches in thickness.

9.3 The QA witnessing of QC testing, if required, shall be carried out in a timely manner, so as not to interfere with production.

9.4 The fabricator /erector shall maintain documentation of all visual and nondestructive inspection for timely review and confirmation by the Engineer. Documentation shall be turned over to the Engineer upon completion of the project.

10. Weld Procedure Qualification

The following changes in the AASHTO Standard Specifications For Welding of Structural Steel Highway Bridges (AASHTO Weldings Specifications) are mandatory for fracture critical members; reference numbers correspond to those of the current AASHTO Welding Specification.

10.1 Required Procedures. The present provisions of 5.1.1 shall be deleted and the following shall apply:

10.1.1 Welding procedure specifications proposed for use in FCMs shall not be deemed prequalified. The welding procedure to be used to produce groove and fillet welds in such members shall be qualified prior to use by tests as prescribed in Figure 1. The Engineer at his discretion may accept evidence of previous qualification of the welding procedure providing the qualification tests were performed in accordance with this specification.

10.1.2 The changes specified in Part B, paragraphs 5.5.2.1 through 5.5.2.4, shall be considered essential changes in a welding procedure and shall require requalification under the provisions of 5.5.2.

Table 8.1

CHARPY V-NOTCH REQUIREMENTS(a) FOR FRACTURE CRITICAL MEMBERS

ASTM Designation	Thickness, inches	Zone 1(b)	Zone 2(c)	Zone 3(d)
A36	Up to 4"	25 @ 70°F	25 @ 40°F	25 @ 10°F
A572	Up to 4" mechanically fastened	"	"	"
"	Up to 2" welded	"	"	"
A588*	Up to 4" mechanically fastened	"	"	"
"	Up to 2" welded	"	"	"
"	Over 2" to 4" welded	30 @ 70°F	30 @ 40°F	30 @ 10°F
A514	Up to 4" mechanically fastened	35 @ 0°F	35 @ 0°F	35 @ -30°F
"	Up to 2-1/2" welded	35 @ 0°F	35 @ 0°F	35 @ -30°F
"	Over 2-1/2" to 4" welded	45 @ 0°F	45 @ 0°F	NOT PERMITTED

(a) The CVN-impact testing shall be "P" plate frequency testing in accordance with AASHTO T-243 (ASTM A673). When more than one flange or web is stripped from a larger plate, only the larger plate need be tested. The Charpy test pieces shall be coded with respect to heat/plate number and that code shall be recorded on the mill-test report of the steel supplier with the test result. If requested by the Engineer, the broken pieces from each test (three specimens, six halves) shall be packaged and forwarded to the Quality Assurance organization of the State. Use the average of three (3) tests. If the energy valve for more than one of three test specimens is below the minimum average requirements, or if the energy value for one of the three specimens is less than two thirds (2/3) of the specified minimum average requirements, a retest shall be made and the energy value obtained from each of the three retest specimens shall equal or exceed the specified minimum average requirement.

(b) Zone 1: Minimum Service Temperature 0°F and above.
(c) Zone 2: Minimum Service Temperature from -1° to -30°F
(d) Zone 3: Minimum Service Temperature from -31° to -60°F

* If the yield strength of the material exceeds 65 ksi, the temperature for the CVN value for acceptability shall be reduced by 15°F for each increment of 10 ksi above 65 ksi. The yield strength is the value given in the certified "Mill Test Report".

10.2 In lieu of the provisions of paragraph 5.1.3 the Charpy V-notch impact Minimum values as specified hereinafter are mandatory for qualifying the welding procedures used in all groove-weld joints in "fracture critical" members. The location and orientation of the charpy specimens are shown in Figure 1.

The Charpy test requirements for A36, A588, A572 weld metal shall be 25 ft-lb at -20°F. The Charpy test requirements for A514/A517 weld metal shall be 35 ft-lb at -30°F.

Five specimens, located as shown in Figure 1 Section C-C, shall be tested. The extreme lowest and extreme highest value obtained with the five specimens shall be disregarded.

If the energy value for more than one of the three specimens is below the minimum average requirement, or if the energy value for one of the three specimens is less than two-thirds (2/3) of the specified minimum average requirement, a retest shall be made, and the energy value of all three retest specimens shall equal or exceed the specified minimum average requirement.

10.2.1 The Charpy V-notch impact tests shall be conducted in accordance with the requirements of ASTM A370, with the following special provisions: The specimens shall be cut with the longitudinal centerline of the test piece transverse to the weld axis and the V-notch perpendicular to the as-rolled plate surface and located as near as practicable to the weld centerline as shown in Figure 1.

10.3 Qualification of groove welding procedures shall be based on the results of mechanical tests and chemical analysis of test specimens machined from welds made using the Procedure Qualification Test Plate for Fracture Critical members detailed in Figure 1. Test specimens shall be removed and prepared for testing as described in Figure 1. All mechanical testing shall conform to the requirements of ASTM A370.

10.3.1 All Shielded Metal Arc Welding (SMAW) electrodes shall be of the low hydrogen type.

10.3.2 Flux Cored Arc Welding procedures shall be qualified by test described in this paragraph. In addition, the electrode manufacturer shall conduct tests to determine the hydrogen content of deposited weld metal produced from electrodes subject to moisture in prolonged storage that might be encountered in the work. The concentration of diffusible hydrogen, measured by using the mercury method, should be as follows:

Tensile Strength Classification, ksi	Average Milliliters/100 grams	Maximum for Single Value Milliliters/100 grams
Less than 80	8	10
80 to less than 100	5	6.3
100 up to 120	3	3.8

10.3.3 Submerged Arc Welding procedures shall be qualified in accordance with the provisions of this paragraph. The manufacturer shall furnish an analysis of the wire to indicate its chemical composition. This analysis shall include the total hydrogen content of the wire and the coating as delivered. All submerged arc fluxes shall be baked at 550°F for two hours minimum. Submerged arc fluxes shall be continuously stored at 250°F minimum after drying. The recycling of fluxes shall be controlled to avoid pick-up of materials that may cause an increase in the hydrogen content of the deposited weld metal or otherwise interfere with the production of sound welds.

10.3.4 The Gas Shielded Metal Arc Welding, Electroslag Welding and Electrogas Welding processes are not authorized for the fabrication of fracture critical members.

10.4 Qualification of Fillet Welding procedures shall be as described in Article 10.3 of this Section except the thickness of the procedure qualification test plates shall be 3/4 inch or 1 inch as determined by the Contractor. All weld passes used to make the fillet weld procedure qualification test shall be made using weld procedure variables that will produce the highest anticipated heat input to be used in the work; i.e., amperage shall be maximum, voltage maximum and travel speed minimum. This test shall qualify the filler metal for use in fillet welding. Both single electrode and multiple electrode welding procedures shall be tested. The maximum electrode sizes shall be tested for each procedure. Each decrease in electrode diameter of 1/16 inch or greater shall require an additional test. In addition to the filler metal qualification test described in this paragraph, a macroetch test shall be performed as described in 5.10.3.1 to represent the maximum single pass fillet weld and the minimum single and minimum multiple pass fillet welds used in the work.

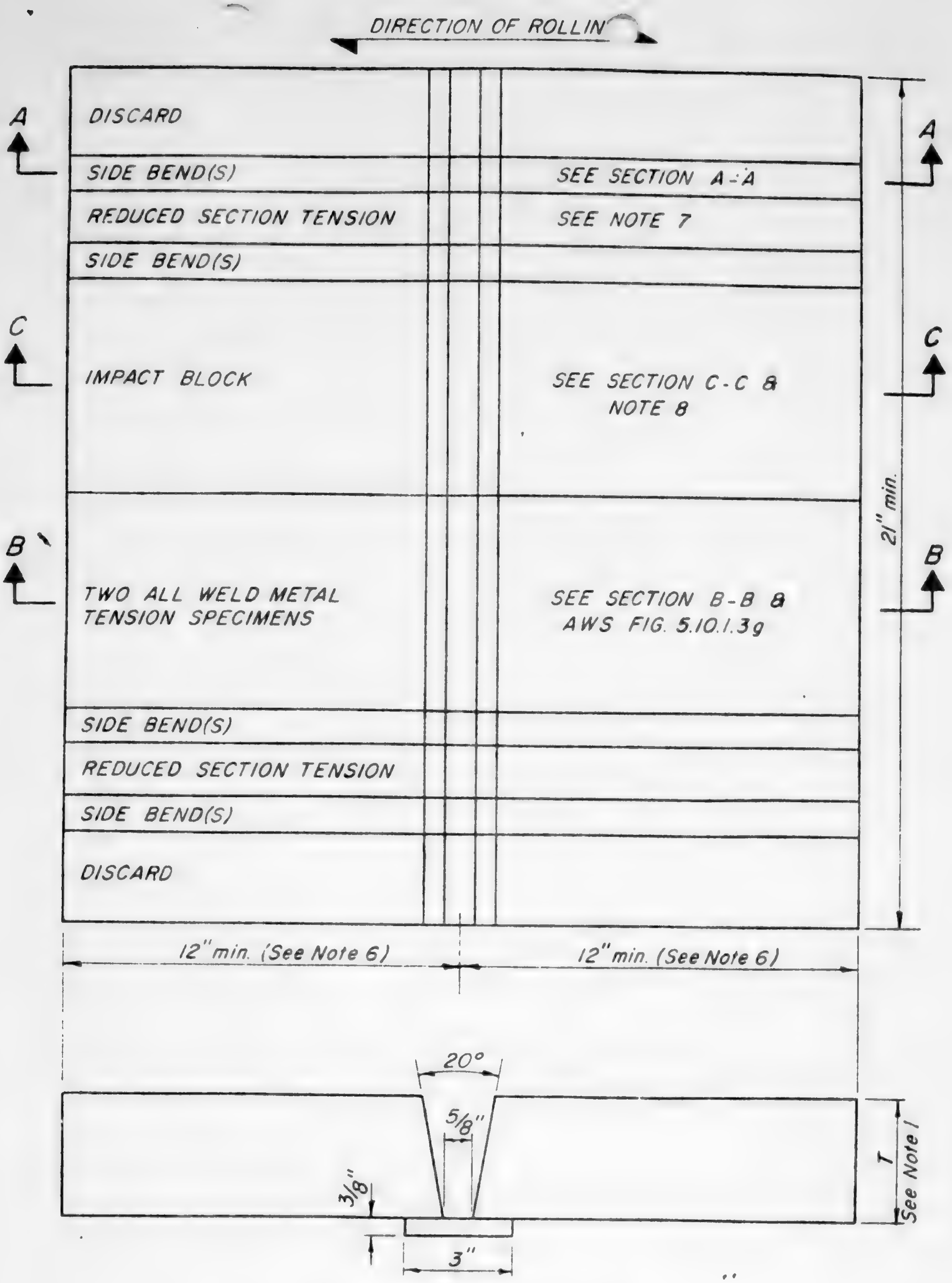
10.5 In lieu of the provisions of 5.3.1 all welders, welding operators and tackers to be employed in the fabrication of "fracture critical" members (FCMs) shall be qualified by tests within six (6) months prior to the start of fabrication, or regularly requalified on an annual basis. The tests as prescribed in Parts C & D shall include radiographic examination of the test welds. Tackers shall be qualified by tests as prescribed in Part E. The above radiographs shall be made available to the Engineer.

10.6 The present provisions of 5.5.1.2 shall be deleted and the following shall apply:

10.6.1 Qualification of a welding procedure shall be accomplished using base metal of the same AASHTO Specification type as that to be used in the bridge. In Fracture Critical Members, the welding procedure for the max. & min. thickness of each type of steel shall be qualified. The min. thickness to be tested shall be 1 inch for tests of A514/A517 steels, base metal of the same specification type and grade as that to be used in the bridge shall be used in qualification testing.

10.6.2 For tests of A514/A517 steels, base metal of the same specification type and grade as that to be used in the bridge shall be used in qualification testing.

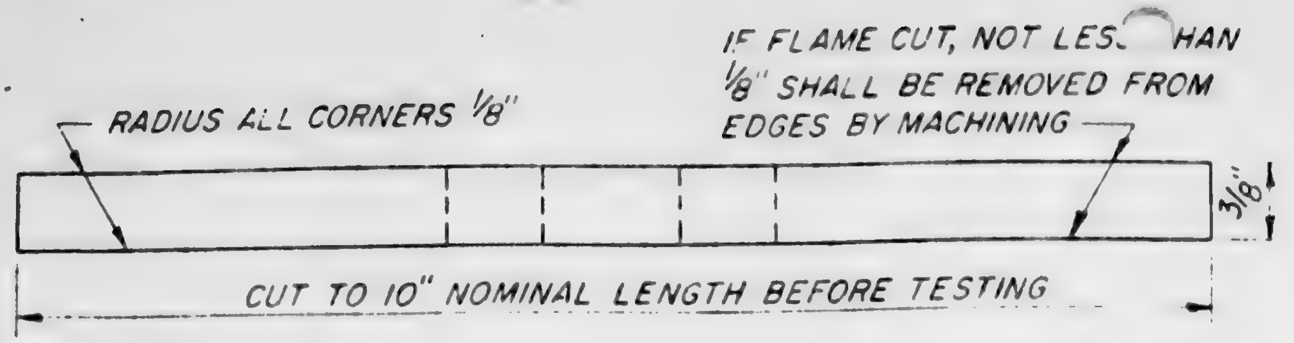
10.6.3 Qualification of a welding procedure shall be accomplished using consumables supplied under the same AASHTO Specification and by the same manufacturer which are to be used in the FCMs. Each lot for FCMs shall be pretested in accordance with the applicable AWS Specification and certified test results furnished.

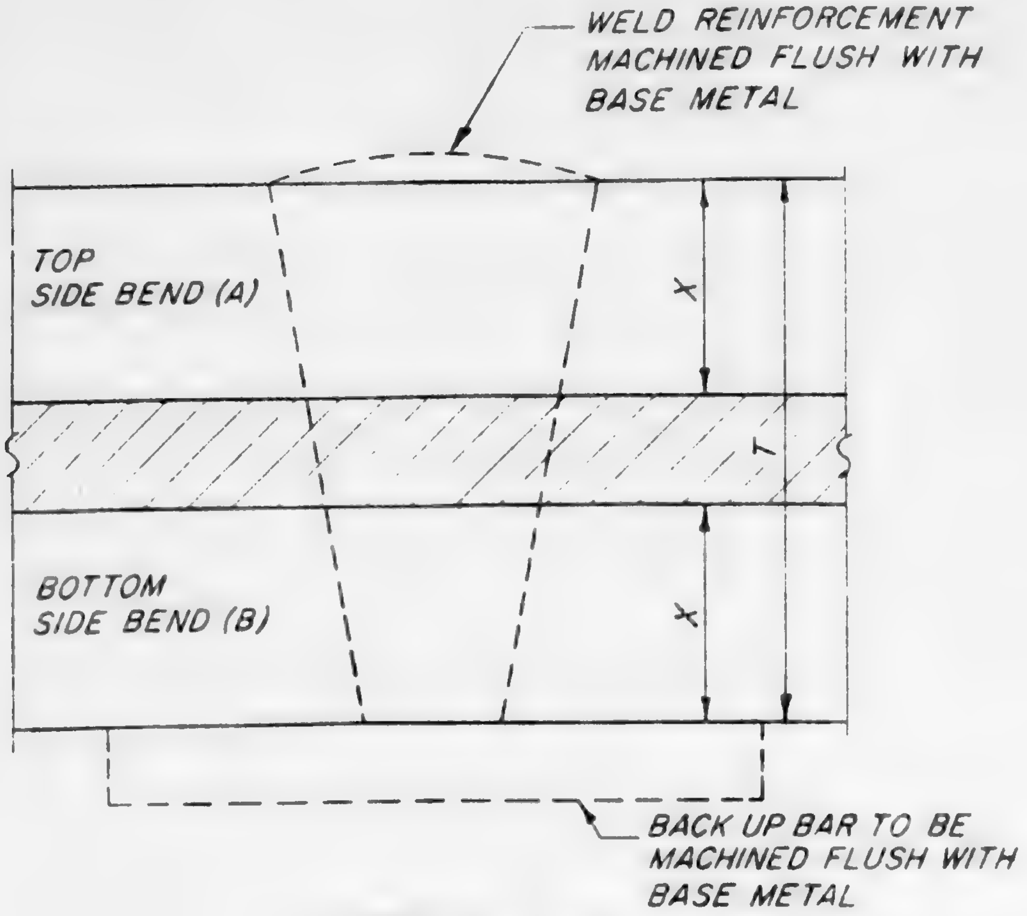

DIRECTION OF ROLLIN
A
DISCARD
SIDE BEND(S)
SEE SECTION A - A
REDUCED SECTION TENSION
SEE NOTE 7
SIDE BEND(S)
C
IMPACT BLOCK
SEE SECTION C-C &
NOTE 8
B
TWO ALL WELD METAL
TENSION SPECIMENS
SEE SECTION B-B &
AWS FIG. 5.10.1.3g
SIDE BEND(S)
REDUCED SECTION TENSION
SIDE BEND(S)
DISCARD
21" min.
12" min. (See Note 6)
12" min. (See Note 6)
20°
5/8"
3/8"
T
See Note 1
3"

PROCEDURE QUALIFICATION TEST
PLATE FOR FRACTURE CRITICAL MEMBERS

FIGURE 1 (See Sheet No. 15 for Notes)

Sheet NO 14 A


RADIUS ALL CORNERS 1/8"
IF FLAME CUT, NOT LESS THAN 1/8" SHALL BE REMOVED FROM EDGES BY MACHINING
3/8"
CUT TO 10" NOMINAL LENGTH BEFORE TESTING

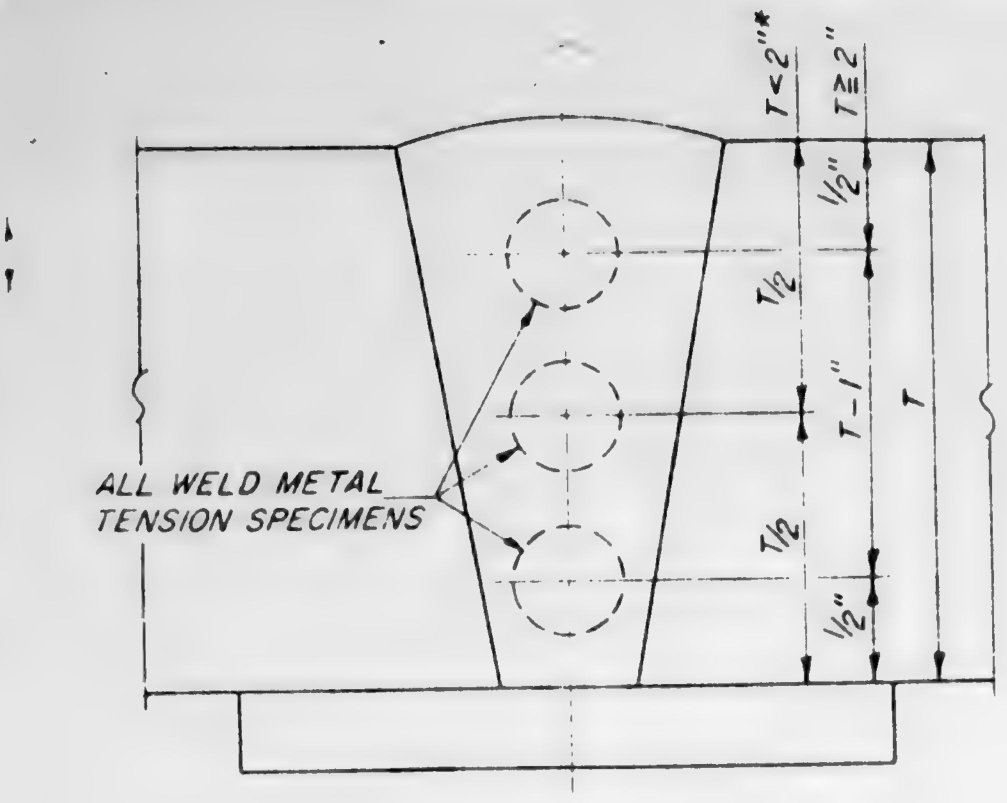

WELD REINFORCEMENT MACHINED FLUSH WITH BASE METAL
TOP SIDE BEND (A)
X
T
BOTTOM SIDE BEND (B)
X
BACK UP BAR TO BE MACHINED FLUSH WITH BASE METAL

SECTION A-A

LOCATION OF SIDE BEND SPECIMEN

T	X	SIDE BENDS REQ'D
≦ 1½	T	4 at A
> 1½ to 2½	1½	2 at A, 2 at B
> 2½ to 3½"	½ (T − ½)	4 at A, 4 at B
> 3½	1½	4 at A, 4 at B

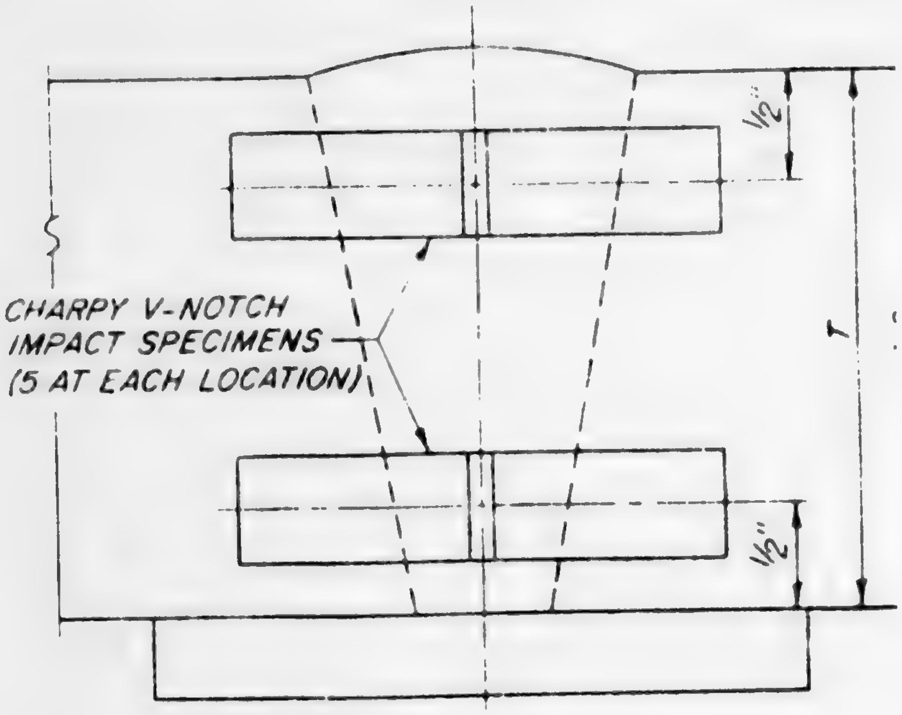
Sheet No 24 B.


T<2"*
T≥2"
1/2"
T/2
T-1"
T
T/2
1/2"
ALL WELD METAL
TENSION SPECIMENS

SECTION B-B

LOCATION OF ALL WELD METAL TENSION SPECIMENS
(See AWS D1.1, Fig. 5.10.3g for dimensions of the specimens Only the standard specimen (.500 dia.) shal be used)

* The Procedure Qualification Test Plate must be increased in length to provide for two AWMT Specimens.


1/2"
CHARPY V-NOTCH
IMPACT SPECIMENS
(5 AT EACH LOCATION)
T
1/2"

SECTION C-C

LOCATION OF CHARPY V-NOTCH IMPACT SPECIMEN
(When T = 1", 5 specimens shall be taken from the mid-thickness of the plate.)

FIGURE 1 NOTES

1. "T" is equal to the maximum thickness to be welded, except as provided herein. When the thickness exceeds 2 inches, "T" shall be the maximum depth of bevel, or 2", whichever is the greater amount. The minimum thickness test plate shall be one inch in the unlikely event that the maximum thickness to be welded is less than one inch.

2. All test plate material shall have proper heat identity. The Certified Mill Test Reports shall demonstrate that the test material meets the chemical and physical requirements of the material to be used in the fabrication of FCM's.

3. The minimum pre-heat and interpass temperature shall be in accordance with table 7.2.

4. Welding and machining shall be witnessed by the Inspector.

5. Machined test specimens and the Procedure Qualification Data Sheet listing all welding parameters used to make the test weld shall be submitted to the Engineer who shall review the welding procedure and conduct chemical and mechanical tests, as required by the Specifications.

6. This dimension may be increased as required for testing the reduced section tension specimens, depending on the plate thickness and the requirements of the testing equipment.

7. The reduced section tension specimen shall be in accordance with AASHTO welding specifications Figure No. 5.10.13f, except that "T" is equal to the test plate thickness.

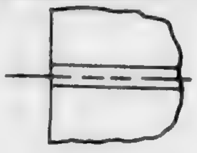
8. Toughness testing shall be performed as described for V-Notch test specimens under the heading "Charpy Impact Testing" of ASTM A370. Only full-size, (10 mm x 10 mm), specimens shall be used.

9. When weathering steels are required to be welded with filler metal that has astmospheric corrosion resistance, the broken portions of the all-weld metal tension specimen machined from the position nearest the surface of the weld shall be subjected to chemical analysis.

UTEC
ULTRASONIC TESTING ENGINEERS
24030 Haggerty Road,
Farmington Hills, Michigan 48024

NONDESTRUCTIVE TESTING SECTION
ULTRASONIC TEST REPORT

TECHNICIAN A. Struzyk	START AM 8:30 XX	JOB LOCATION Fremont Bridge	EST NO	REF NO	AREA/WO	FUNCTION/ACCT	P
DIVISION/DEPARTMENT UTEC - UTI	FINISH XX 4:30 PM	STANDARD/CODE USED N.Y. DOT-76-700B					
DATE November 12, 1977	TOTAL HR 8	STANDBY ON JOB N/A	TRAVEL HR N/a					



PLAN VIEW

WELD IDENTIFICATION PP 14 SE W1
MATERIAL THICKNESS 3.0"
WELD JOINT AWS Unknown
WELD PROCESS Sub Arc
REMARKS

PART-WELD AREA NO	DEFECT NUMBER	TRANSDUCER ANGLE	NODE *	DECIBELS				DEFECT					DEFECT EVALUATION
				DEFECT LEVEL A	REFERENCE LEVEL B	ATENUAT FACTOR C	DEFECT RATING D	LENGTH	ANGULAR DISTANCE (SOUND PATH)	DEPTH FROM "A" SURFACE	DISTANCE FROM "X"	DISTANCE FROM "Y"	
PP 14 SEW1B	01	45°	1-2		32		0	2"	5.8"- 7.0"			0"	NF-HAZ
PP14SE W1 B	01	0°	1-3		NA		NA	67"	0 to 3"	1.5"		0"	Laminar Plane 2" Wide
PP14SE W1 B	01	70°	1		34		-2	6"	4.0"	0"		0"	NF - Laminar Junction
PP14SE W1 B	01A	70°	1		34		+18	4"	4.0"			6"	NF - Intermittent - HAZ
PP14SE W1 B	01B	70°	1		34		+9	12"	2.8" 5.0"			10"	NF-HAZ-Edge of Bevel
PP14SE W1 B	02	45°	1-2		32		+6	2½"	6.0" 6.5"			17"	NF-HAZ
PP14SE W1 T	01	45°	1		32		+3	1"	1.4 1.8			4"	NF-Transverse-Possible Crack
PP14SE W1 T	01	70°	1		34		+18"	1"	3.0"			4"	NF-Transverse-Possible Crack
PP14SE W1 T	02	45°	1-2		32		+1	½"	6.4"			4 3/4"	NF-HAZ
PP14SE W1 T	02	70°	1		34		+14	½"	3.25"			4 3/4'	NF-HAZ

NOTE: No laminar indications observed except at plate edge (Bottom - See Report dated 11-16-77) For 2" MAX. Width X 67" + Length. Length Direction preculded by inability to go beyond floor plate.

NOTES
(1) *USE NODE I OR II
(2) IN ORDER TO ATTAIN "RATING D".
(A) WITH INSTRUMENTS WITH GAIN CONTROL, USE THE FORMULA A B C D
(B) WITH INSTRUMENTS WITH ATTENUATION CONTROL, USE THE FORMULA B A C = D
(C) A + OR SIGN MUST ACCOMPANY THE "D" FIGURE UNLESS "D" IS EQUAL TO ZERO
(3) DISTANCE FROM X 15 USED IN DESCRIBING THE LOCATION OF A WELD DISCONTINUITY IN A DIRECTION PERPENDICULAR TO THE WELD REFERENCE LINE. UNLESS THIS FIGURE IS ZERO, A + OR SIGN MUST ACCOMPANY IT.
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(5) MAKE SEPARATE REPORT FOLLOWING REPAIRS. (SUFFIX REPORT NO. WITH R1, R2, ETC.)

*CONTRACTING CO. Oregon State
Highway Department
ADDRESS Transportation Bldg.
Salem, Oregon 97310

CONTRACT [redacted]. Dated 11-7-77

NONDESTRUCTIVE TESTING TECHNICIAN

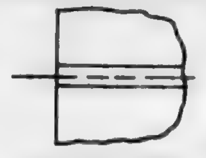
UTEC

ULTRASONIC TESTING ENGINEERS

ULTRASONIC TEST REPORT

P. O. BOX 36
DETROIT, MICH. 48223 313-538-9507

TECHNICIAN A. Struzyk	START AM 8:30 XX	JOB LOCATION Fremont Bridge		EST NO.	REF NO.	AREA/WO	FUNCTION/ACCT	P
DIVISION/DEPARTMENT UTEC - UTI	FINISH XX 4:30 PM	STANDARD/CODE USED N.Y. DOT-76-700B						
DATE November 12, 1977	TOTAL HR 8	STANDBY ON JOB NA	TRAVEL HR NA					



WELD IDENTIFICATION PP 14 SE W2
MATERIAL THICKNESS 3.0"
WELD JOINT AWS Unknown
WELD PROCESS Sub Arc
REMARKS

				DECIBELS				DEFECT					
											DISTANCE		
PART-WELD AREA NO.	DEFECT NUMBER	TRANSDUCER ANGLE	NODE *	DEFECT LEVEL A	REFERENCE LEVEL B	ATENUAT FACTOR C	DEFECT RATING D	LENGTH	ANGULAR DISTANCE (SOUND PATH)	DEPTH FROM "A" SURFACE	FROM "X"	FROM "Y"	DEFECT EVALUATION
PP 14 SEW2B	01	45°	1-2		32		0	2"	5.8"- 7.0"			0"	NF-HAZ
PP14SE W2 B	01	0°	1-3		NA		NA	67'	0 To 3"	1.5"		0"	Laminar Plane 2" Wide
PP14SE W2 B	01	70°	1		34		-2	6"	4.0"	0"		0"	NF-Laminar Junction
PP14SE W2 B	01A	70°	1		34		+18	4"	4.0"			6"	NF-Intermittent - HAZ
PP14SE W2 B	01B	70°	1		34		+9	12'	2.8" 5.0"			10"	NF-HAZ-Edge Of Bevel
PP14SE W2 B	02	45°	1-2		32		+6	2½"	6.0" 6.5"			17"	NF-HAZ
PP14SE W2 T	01	45°	1		32		+3	1"	1.4 1.8			4"	NF-Transverse-Possible Crack
PP14SE W2 T	01	70°	1		34		+18"	1"	3.0"			4	NF-Transverse-Possible Crack
PP14SE W2 T	02	45°	1-2		32		+1	½"	6.4"			4 3/4"	NF-HAZ
PP14SE W2 T	02	70°	1		34		+14	½	3.25"			4 3/4"	NF-HAZ

NOTE: No Laminar Indications Observed Except At Plate Edge (Bottom - See Report Dated 11-16-77) For 2" MAX. Width X 67" + Length. Length Direction Precluded By Inability To Go Beyond Floor Plate.

NOTES.
(1) *USE NODE I OR II
(2) IN ORDER TO ATTAIN "RATING D":
  (A) WITH INSTRUMENTS WITH GAIN CONTROL, USE THE FORMULA: A B C - D
  (B) WITH INSTRUMENTS WITH ATTENUATION CONTROL, USE THE FORMULA B - A C = D
  (C) A + OR - SIGN MUST ACCOMPANY THE "D" FIGURE UNLESS "D" IS EQUAL TO ZERO
(3) DISTANCE FROM X IS USED IN DESCRIBING THE LOCATION OF A WELD DISCONTINUITY IN A DIRECTION PERPENDICULAR TO THE WELD REFERENCE LINE UNLESS THIS FIGURE IS ZERO, A + OR - SIGN MUST ACCOMPANY IT.
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(5) MAKE SEPARATE REPORT FOLLOWING REPAIRS. (SUFFIX REPORT NO. WITH R1, R2, ETC.)

*CONTRACTING CO. OSHD

ADDRESS Transportation Bldg.
Salem, Oregon 97310

CONTRACT [redacted]. dated 11-7-77

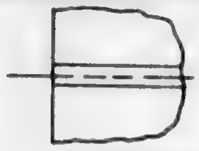
Andrew Struzyk sd
NONDESTRUCTIVE TESTING TECHNICIAN

UTEC
ULTRASONIC TESTING ENGINEERS

P. O. BOX 36
DETROIT, MICH. 48223 313-538-9507

ULTRASONIC TEST REPORT

TECHNICIAN A. Struzyk	START AM PM	JOB LOCATION Fremont Bridge	EST NO	REF NO.	AREA/WO	FUNCTION/ACCT	P
DIVISION/DEPARTMENT UTEC	FINISH AM PM	STANDARD CODE USED N.Y. DOT-76-700B					
DATE November 12,13,& 16, 1977	TOTAL HR	STANDBY ON JOB NA / TRAVEL HR NA					


PLAN VIEW

WELD IDENTIFICATION PP14SE W2
MATERIAL THICKNESS 3.0" To 3.0
WELD JOINT AWS Unknown
WELD PROCESS Sub Arc
REMARKS

PART-WELD AREA NO	DEFECT NUMBER	TRANSDUCER ANGLE	NODE *	DECIBELS				DEFECT			DISTANCE		DEFECT EVALUATION
				DEFECT LEVEL A	REFERENCE LEVEL B	ATENUAT FACTOR C	DEFECT RATING D	LENGTH	ANGULAR DISTANCE (SOUND PATH)	DEPTH FROM "A" SURFACE	FROM "X"	FROM "Y"	
PP14SE W2 T	01	0°	NA		BE +20		0 To +20	34'	3/4" 2½"	3/4" 2½"	+2" +34'	0" To 22"	Transverse Crack Type Indications
PP14SE W2 T	02 To 22	45°	1-2	29 56	32	1 To 14	-4 +10	1" 34'	1.6" 7.0"	3/4" 2½"	+2 +34	0" To 22"	Throughout Area. Area Of
PP14SE W2 T	23	45°	1-2	39 54	32	0 To 12	+7 +10	22'	1.0" 7.0"	3/4" 2½"	+1 -8"	0" To 22"	Banding Extends Across Width
PP14SE W2	Major "Trunking" Or "Branching" Of												Of Weld. Vertically Oriented
PP14SE W2	Vertically Oriented Crack Type												Crack Type Indications Prevalent
PP14SE W2	Indications Observed At Defect												Throughout The Full Thickness
PP14SE W2	Numbered Areas 02 To 22 Are:												Of The Weld And Parent
PP14SE W2	"A"	45°	1-2	40	32	10	-2	8.0"	6"	1 3/4"		6.5"	Material, However, Too Numerous
PP14SE W2	"B"	45°	1-2	48	32	10	+6	8.0"	6"	1 3/4"		5.5"	To Detail. Major Concentrations
PP14SE W2	"C"	45°	1	44	32	2.8	+9	1.0"	2.4'	1 3/4"		7.0"	Of "Banding" Lie In Two (2)
PP14SE W2	"D"	45°	1-2	39	32	10.8	-4	33.5"	6.4'	1.3		20"	Planes; 1st Plane: 1.1" Depth
PP14SE W2	Indication "A" Extends 1.1" From Face "A"												2nd Plane: 1.4" Depth. This
PP14SE W2	To 1.9" Maximum Depth.												"Banding" Is Multi-Layered
PP14SE W2	Indication "D" Extends 3/4" From Face "A"												And Observable At These
PP14SE W2	To 24" Maximum Depth.												Depths: 1.1", 1.8", 2.0" And
PP14SE W2T	24	70°	1	49	34	7	+8	6"	4.5"	1.0" 2.5"	½	15"	Depths Varying Among The
PP14SE W2	Indication #24 Joins Transverse Indications												Above Noted Depths.
PP14SE W2	"D" Described Above.												
PP14SE W2	02 To 22	70°	1-2	40 66	34	0 To .2	+6 +20	1" 34'	1.9" 7.2"	3/8" 2½"	½-½	0" 22"	"See Above"

NOTES:
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(5) MAKE SEPARATE REPORT FOLLOWING REPAIRS. (SUFFIX REPORT NO. WITH R1, R2, ETC.)

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ADDRESS Transportation Bldg.
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CONTRACT [redacted] dated 11-7-77

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NONDESTRUCTIVE TESTING TECHNICIAN

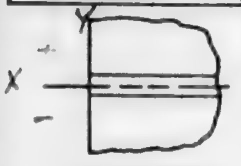
UTEC

ULTRASONIC TESTING ENGINEERS

P. O. BOX 36
DETROIT, MICH. 48223 313—538-9507

ULTRASONIC TEST REPORT

TECHNICIAN A. Struzyk	START AM PM	JOB LOCATION Fremont Bridge		EST NO.	REF NO.	AREA WO	FUNCTION/ACCT P
DIVISION/DEPARTMENT UTEC	FINISH AM PM	STANDARD/CODE USED N.Y. DOT-76-700-B					
DATE November 12,13, & 16, 1977	TOTAL HR	STANDBY ON JOB NA	TRAVEL HR NA				



PLAN VIEW

WELD IDENTIFICATION PP14SE W2
MATERIAL THICKNESS 3.0" To 3.0
WELD JOINT AWS Unknown
WELD PROCESS Sub Arc
REMARKS

PART-WELD-AREA NO.	DEFECT NUMBER	TRANSDUCER ANGLE	NODE *	DECIBELS DEFECT LEVEL A	REFERENCE LEVEL B	ATENUAT FACTOR C	DEFECT RATING D	DEFECT LENGTH	ANGULAR DISTANCE (SOUND PATH)	DEPTH FROM "A" SURFACE	DISTANCE FROM "X"	FROM "Y"	DEFECT EVALUATION
PP14SE W2B	25	70°	1	40	34	3.6	0dB	22"	2.8"	½" 2.0"	-½	0	NF At HAZ - Edge Of Bevel
PP14SE W2B	26	70°	1	40	34	3.6	0dB	22"	2.8"	½" 2.0"	+½	0	NF At HAZ - Edge Of Bevel
PP14SE W2B	27 48	45°	1-2	37 59	32	1-12	+4 +15	92"	1.5" 7.0"	1.1" 2.1"	-½+½	0	Transverse Crack Type Indications
PP14SE W2B	49	45°	1	34	32	4	-2	½"	1.8" 4.0"	2.1	-½	0	Throughout Weld And Base
PP14SE W2B	50	45°	1	50	32	2	+16	5/8"	1.8" 2.8"	1.4"	+½	0	Metal Area. 20 Plus Transverse
PP14SE W2	Indications #49 And #50 Noted To Be												Indications Noted Extending
PP14SE W2	Non-Fusion (NF) On Both Bevels (HAZ)												Up To 92" In Length At X+22"+
PP14SE W2	At Edge Of Flange.												To X - 70"+. See Page 1
PP14SE W2B	51	0°	NA		BE +20	NA	0 To +20	92"	3"	½" 2 3/4	"+22 -70	0" 22'	Weld #2 For Typical
													Detect Characteristics.

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ULTRASONIC TEST REPORT

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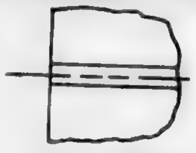
DIVISION/DEPARTMENT UTEC	FINISH AM PM	STANDARD/CODE USED N.Y. DOT-76-700B						
DATE November 12,13 & 16, 1977	TOTAL HR	STANDBY ON JOB NA	TRAVEL HR NA					


PLAN VIEW

WELD IDENTIFICATION PP14SE W3
MATERIAL THICKNESS 3.0" to 3.0
WELD JOINT AWS Unknown
WELD PROCESS Sub Arc
REMARKS

PART-WELD-AREA NO.	DEFECT NUMBER	TRANSDUCER ANGLE	NODE *	DECIBELS: DEFECT LEVEL A	DECIBELS: REFERENCE LEVEL B	DECIBELS: ATENUAT FACTOR C	DECIBELS: DEFECT RATING D	DEFECT: LENGTH	DEFECT: ANGULAR DISTANCE (SOUND PATH)	DEFECT: DEPTH FROM "A" SURFACE	DEFECT: DISTANCE FROM "X"	DEFECT: DISTANCE FROM "Y"	DEFECT EVALUATION
PP14SE W3 T	01	45°	1-2	52	32	12	-8	22"	7.0"	1.2" 2.7"	+½	0"	NF - HAZ - Edge Of Bevel
PP14SE W3 T	02	45°	1-2	52	32	12	-8	19"	7.0"	1.2" 2.7"	-½"	0"	NF - HAZ - Edge Of Bevel
PP14SE W3 T	01	70°	1	44	34	2	+8	22"	2.0"	3/4" 2.0"	+½	0"	NF - HAZ - Edge Of Bevel
PP14SE W3 T	02	70°	1	44	34	2	+8	19"	2.0"	3/4" 2.0"	-½	0"	NF - HAZ - Edge Of Bevel
PP14SE W3 T	NOTE:	The Above 2 Indications May Be Possible Cracks Due To Their Near Vertical Plane. Multi-Layered Indications May Be Observed From 3/4" Depth To 2.0" Depth. Maximum Amplitude For 70° Occurs At .7" Depth Maximum Amplitude For 45° Occurs At 1.2" Depth Maximum Continuous Depth From 3/4" To 2.0" Depth.											
PP14SE W3 B	03	0°	NA		BE +20	NA	0 To +20	19"	½ To 2.75	½" 2.75"	0	16"	Laminar Type "Banding"-Multi
PP14SE W3 B	02	45°	1-2	40	32	4	+4	19"	3.0"	2.1"	0	16"	Layered.

NOTES
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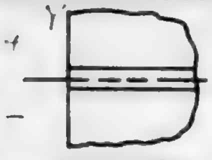
P. O. BOX' 36
DETROIT, MICH. 48223 313–538-9507

ULTRASONIC TEST REPORT

TECHNICIAN A. Struzyk	START AM PM	JOB LOCATION Fremont Bridge		EST NO.	REF NO.	AREA/WO	FUNCTION/ACCT | P
DIVISION/DEPARTMENT UTEC	FINISH AM PM	STANDARD/CODE USED N.Y. DOT -76-700B					
DATE November 12,13 & 16, 1977	TOTAL HR	STANDBY ON JOB NA	TRAVEL HR NA				



PLAN VIEW

WELD IDENTIFICATION PP14SE W4
MATERIAL THICKNESS 3.0" to 3.0
WELD JOINT AWS Unknown
WELD PROCESS Sub Arc
REMARKS

PART-WELD-AREA NO.	DEFECT NUMBER	TRANSDUCER ANGLE	NODE *	DECIBELS: DEFECT LEVEL A	REFERENCE LEVEL B	ATENUAT FACTOR C	DEFECT RATING D	DEFECT: LENGTH	ANGULAR DISTANCE (SOUND PATH)	DEPTH FROM "A" SURFACE	DISTANCE: FROM "X"	FROM "Y"	DEFECT EVALUATION
PP14SE W4 B	01	45°	1	38	32	1.2	+5	2''	1.6''	1.1		21''	Crack-Transverse - Reject
PP14SE W4 B	02	45°	1	38	32	1.2	+5	4''	1.6''	1.1		20''	Crack-Transverse - Reject
PP14SE W4 B	03	45°	1	50	32	2	+16	2''	2.0''	1.3		17''	Crack-Transverse - Acceptable
PP14SE W4 B	04	45°	1	50	32	3.2	+15	4.0''	2.6''	1.8		15''	Crack-Transverse - Reject
PP14SE W4 B	05	45°	1-2	48	32	10.8	+5	2.0''	6.4''	1.5		14''	Crack-Transverse - Reject
PP14SE W4 B	06	45°	1-2	44	32	9.2	+3	4.0''	5.6''	2.0		13''	Crack-Transverse - Reject
PP14SE W4 B	07	45°	1	38	32	3.2	+3	2.0''	2.6''	1.8		12''	Crack-Transverse - Reject
PP14SE W4 B	08	45°	1	41	32	.2	+15''	2.0''	1.1''	.8		10½''	Crack-Transverse - Reject
PP14SE W4 B	09	45°	1	50	32	3	+15	4.0''	2.5''	1.7		8.5''	Crack-Transverse - Reject
PP14SE W4 B	10	45°	1	50	32	2	+16	4.0''	2.0''	1.3		8.0''	Crack-Transverse - Acceptable
PP14SE W4 B	11	45°	1	46	32	3	+11	2.0''	2.5''	1.7		7.0''	Crack-Transverse - Reject
PP14SE W4 B	12	45°	1	46	32	1.2	+13	2.0''	1.6''	1.1		6.0''	Crack-Transverse - Reject
PP14SE W4 B	13	45°	1	46	32	3	+11	2.0''	2.5''	1.7		4.0''	Crack-Transverse - Reject
PP14SE W4 B	14	45°	1	39	32	2	+5	2.0''	2.0''	1.3		2.0''	Crack-Transverse - Reject
PP14SE W4 B	15	45°	1	36	32	1.4	+3	1''	1.7''	1.2		0''	NF - HAZ -Bevel Edge - Reject
PP14SE W4 T	16	70°	1	46 52	34	3-9	+9	11''	2.5'' 5.5''	0.8 1.8		10''	Crack-Transverse-Weld & Base Metal
PP14SE W4 T	17	70°	1	51	34	5	+12	12''	3.5''	1.1		21''	Crack-Transverse-Weld & Base Metal
PP14SE W4 T	18	70°	1	46	34	1.4	+11	2''	1.7''	.6		22''	Crack-Transverse-Weld & Base Metal
PP14SE W4 T	19	70°	1	54	34	6	+1A	1''	4.0''	1.3		1''	NF - HAZ - Edge Of Bevel -Acceptab

NOTES:
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(A) WITH INSTRUMENTS WITH GAIN CONTROL, USE THE FORMULA: A B C = D
(B) WITH INSTRUMENTS WITH ATTENUATION CONTROL, USE THE FORMULA: B - A - C = D
(C) A + OR - SIGN MUST ACCOMPANY THE "D" FIGURE UNLESS "D" IS EQUAL TO ZERO
(3) DISTANCE FROM X 15 USED IN DESCRIBING THE LOCATION OF A WELD DISCONTINUITY IN A DIRECTION PERPENDICULAR TO THE WELD REFERENCE LINE. UNLESS THIS FIGURE IS ZERO, A + OR - SIGN MUST ACCOMPANY IT.
(4) DISTANCE FROM Y IS USED IN DESCRIBING THE LOCATION OF WELD DISCONTINUITY IN A DIRECTION PARALLEL TO THE WELD REFERENCE LINE. THIS FIGURE IS ATTAINED BY MEASURING THE DISTANCE FROM THE "Y" END OF THE WELD TO THE BEGINNING OF SAID DISCONTINUITY.
(5) MAKE SEPARATE REPORT FOLLOWING REPAIRS. (SUFFIX REPORT NO. WITH R1, R2, ETC.)

*CONTRACTING CO. OSHD

ADDRESS Transportation Bldg.
Salem, Oregon 97310

CONTRACT [redacted]. dated 11-7-77

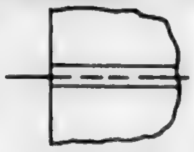
Andrew Struzyk sd
NONDESTRUCTIVE TESTING TECHNICIAN

UTEC
ULTRASONIC TESTING ENGINEERS

P. O. BOX '36
DETROIT, MICH. 48223 313—538-9507

ULTRASONIC TEST REPORT

TECHNICIAN A. Struzyk	START AM PM	JOB LOCATION Fremont Bridge	EST NO.	REF NO.	AREA/WO	FUNCTION/ACCT	P
DIVISION/DEPARTMENT Utec	FINISH AM PM	STANDARD/CODE USED N.Y. DOT-76-700B					
DATE November 12,13 &16, 1977	TOTAL HR	STANDBY ON JOB NA / TRAVEL HR NA					



PLAN VIEW

WELD IDENTIFICATION PP14SE W4
MATERIAL THICKNESS 3.0" to 3.0
WELD JOINT AWS Unknown
WELD PROCESS Sub Arc
REMARKS

PART-WELD-AREA NO.	DEFECT NUMBER	TRANSDUCER ANGLE	NODE *	DECIBELS				DEFECT					DEFECT EVALUATION
				DEFECT LEVEL A	REFERENCE LEVEL B	ATENUAT FACTOR C	DEFECT RATING D	LENGTH	ANGULAR DISTANCE (SOUND PATH)	DEPTH FROM "A" SURFACE	DISTANCE FROM "X"	DISTANCE FROM "Y"	
PP14SE W4T	20	70°	1	50	34	2	+14	2"	2.0"	.8		19"	NF-HAZ-Edge Of Bevel-Accept
PP14SE W4T	16	45°	1-2	45	32	11.2	+2	11"	6.6"	1.3		10"	Crack-Transverse-Weld & Base Metal-Reject
PP14SE W4T	17	45°	1-2	38	32	7	-1	12"	4.5"	2.8		21"	Crack-Transverse-Weld & Base Metal-Reject
PP14SE W4T	18	45°	1-2	39	32	11.6	-3	2"	6.8"	1.1		22"	Crack-Transverse-Weld & Base Metal-Reject
PP14SE W4T	19	45°	1-2	44	32	10.4	+2	2"	6.2"	1.6		0"	Crack-Transverse-Weld & Base Metal-Reject
PP14SE W4T	20	45°	1	41	32	1.2	+8	2"	1.6"	1.1		19"	NF-HAZ-Edge Of Bevel-Reject
PP14SE W4T	21	45°	1	33	32	1.4	0	1½"	1.7"	1.4		10½"	NF-HAZ-Edge Of Bevel-To Edge Of Flang-Reject
PP14SE W4T	22	0°	NA	NA	BE +20	NA	+0 To 20	13" x 14"	¼" To 2 3/4"	¼"-2 3/4"		8"	Laminar Banding W/Vertical
PP14SE W4T	23	0°	NA	NA	BE +20	NA	0 To +20	14"	2.1"	2.1"	0- -½+½	8"	Transverse Crack Type Indications
PP14SE W4T	23	45°	1-2	37	32	1.2	+4	14"	2.1"	2.1"	0 To -½+½	8"	Throughout Area-Area
													Of "Banding" Extends Across
													(Width) Of Weld. Vertically
													Oriented Crack Type Indications
													Prevalent Through The Full
													Thickness Of The Weld And Parent
													Material, However, Too Numerous
													To Detail.

NOTES:

(1) *USE NODE I OR II
(2) IN ORDER TO ATTAIN "RATING D".
(A) WITH INSTRUMENTS WITH GAIN CONTROL, USE THE FORMULA: A - B - C = D
(B) WITH INSTRUMENTS WITH ATTENUATION CONTROL, USE THE FORMULA: B - A - C = D
(C) A + OR - SIGN MUST ACCOMPANY THE "D" FIGURE UNLESS "D" IS EQUAL TO ZERO
(3) DISTANCE FROM X IS USED IN DESCRIBING THE LOCATION OF A WELD DISCONTINUITY IN A DIRECTION PERPENDICULAR TO THE WELD REFERENCE LINE. UNLESS THIS FIGURE IS ZERO, A + OR - SIGN MUST ACCOMPANY IT.
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(5) MAKE SEPARATE REPORT FOLLOWING REPAIRS. (SUFFIX REPORT NO. WITH R1, R2, ETC.)

*CONTRACTING CO. OSHD

ADDRESS Transportation Bldg.
Salem, Oregon 97310

CONTRACT [redacted] dated 11-7-77

Andrew Struzyk sd
NONDESTRUCTIVE TESTING TECHNICIAN

STATE OF OREG[illegible] INTERO[illegible]CE MEMO

TO: Mr. E. S. Hunter
Technical Services Engineer

DATE: October 5, 1978

SUBJECT:

Fremont Bridge Superstructure
Bridge 2529
Consulting Engineer
Post-construction Analysis

FROM: Walter J Hart
Walter J. Hart
Structural Design Engineer

The Fremont Bridge was designed and the steel fabricated during the period 1967 through 1972. The Federal Highway Administration has alerted all states that some structures designed and built during this time may contain potential problems related to welded connections in fracture critical members. Fracture critical members are tension members whose failure would result in collapse of the structure.

As a result of the FHWA notice, we have made preliminary inspections of the Fremont Bridge and found a number of potential problem areas. These problems are being corrected by state forces.

In order that all existing and potential problem areas may be identified, it is necessary to engage the services of a structural consultant to make a detailed post-construction examination and analysis of this structure. The State has neither the personnel and expertise required to make such an in-depth study nor the non-destructive testing, recording, or analysis equipment required.

The consultant will perform inspections and tests of the structure and analyze the critical areas of the design. He will identify and recommend repair procedures for these details which need immediate correction. He will also identify details which may cause trouble in the future and recommend an ongoing surveillance program which will allow timely discovery of actual problems if they do develop.

As a result of the consultant's findings, the State will prepare and award a contract for repair of the details which need immediate correction. State forces will implement and conduct surveillance procedures for detection of future problem areas which may arise.

Approval to engage a consulting firm to make the required inspections, analysis, and recommendations is requested. The usual consultant selection procedure will be used. Cost of the consultant's work is estimated to be approximately $300,000. The consultant should begin work about January 1, 1979 and complete the work within ~~eight~~ ten months.

RWE:dh

cc John Jenkins

STATE OF OREGON **INTEROFFICE MEMO**

TO: Mr. E. S. Hunter
Technical Services

DATE: September 20, 1978

SUBJECT:

Fremont Bridge
Contract 7276
Post-construction Evaluation

FROM: Walter J. Hart
Structural Design Engineer

NOTED
E. S. HUNTER

Attached is a copy of a Memo to the File by Mr. Teeter of the Structural Design Section staff. In it he recommends that certain corrective work be done to a number of weld details on the tie girder of the Fremont Bridge. The suggested work will clean up a number of potentially troublesome weld details prior to the onset of cold weather. I concur both in Mr. Teeter's recommendation that the work be done at this time and in the recommendation that it be undertaken by state forces. With your concurrence, we will work with the Region and will proceed as outlined.

The work proposed is only an interim step in the post-construction fail-safe evaluation of the critical members of the Fremont Bridge. We are in the final stages of drafting a proposal for consultant services to do a complete evaluation of the fracture critical members of the Fremont Bridge. That study will include recommendations for corrective work as necessary.

WJH:dh

cc Glen L. Green
E. L. Hardt
John Jenkins

9-20-78 NOTED
E. S. HUNTER

Orig — Walt — Proceed as rapidly as possible.
ESH

cc Carter
& File

RECEIVED
TECHNICAL SERVICES
SEP 20 '78
REFER TO
FOR
Info | Inves | P/D | D/R | Sign | Act. | File

.125-1387

STATE OF OREGON **INTEROFFICE MEMO**

TO: Mr. E. S. Hunter **DATE:** November 22, 1977

FROM: Walter J. Hart Walter J Hart

SUBJECT: Willamette River (Fremont) Bridge
Contract 7276
Post-construction investigation
and evaluation

The subject structure was constructed using then current design theory and practices. Substantial advancementsin technology and knowledge have been made since that time. Because of these advancements and the complexity of certain joints in the steel superstructure of the subject project, a post-construction investigation and re-evaluation of the joint design is indicated. Such re-evaluation would be done using a combination of in-house forces and consultant services. Consultant services would be used for various phases of structure metallurgical and welding investigation and evaluation. The amount of consulting services necessary cannot be determined at this time. It can only be determined as the re-evaluation progresses and the complexity of the investigation becomes known.

I have discussed this matter with Glen Green of FHWA and have his verbal approval to commence this work beginning November 22, 1977 as a PE project using federal interstate funding in an amount not to exceed $100,000.

If you concur with this procedure, please have federal-aid programing initiated in the amount of $100,000.

RWE:dh

cc D. H. Moehring

11-22-77

Bob

Give program [illegible].

Ed.

81-125-1387

1984 Scappoose-Dike Rd. Section, 9754
Columbia R. Hwy, beginning at Scappoose
(grading and paving)

975-

jc cc: OSHD (Rulien) **STATE COPY**

U.S. Department of Transportation
Federal Highway Administration

FINAL ACCEPTANCE REPORT

REGION NO. 10	REPORT NO. 3	COUNTY Columbia	DIVISION Oregon
DATE OF REPORT February 14, 1986	REPORT MADE BY T. P. Lowe, Area Engineer		PROJECT NO. F-1(31)
COMPLETION DATE (Actual) July 21, 1984	ACCEPTANCE DATE BY CONRTACT AGENCY August 27, 1985	TIME ELAPSED 130 %	CONTRACT TIME 100 days

LOCATION

SEE BELOW

The FHWA-47, Statement of Materials and Labor Used by Contractors on Highway Construction Involving Federal Funds, has been submitted. (Projects over $500,000)

A copy of the State's materials certificate is attached to the Division office copy of this report.

There is compliance with section 1.23 of the Regulations pertaining to encroachments on the right-of-way.

REMARKS: *The project has been completed in reasonably close conformity with the approved plans and specifications including authorized changes and extra work.*

SCAPOOSE - DIKE ROAD
COLUMBIA RIVER HIGHWAY
Grading and Paving

This project provides for the overlay of the existing highway and construction of turning movements at Dike Road.

The contract allowed 100 days to complete the work. The contractor used 130 days. A 27 day time extension, based on extra work, has been granted. Three days of liquidated damages have been charged the contractor.

The final cost of the project is $488,284. The original authorization was $471,802.

- TPL -

NOTED
W. E. SCHWARTZ

Cy
2/25

RECEIVED
STAT HWY ENGR
FEB 24 '86
REFER TO
Fredrickson
FOR
Info | Inves | R/D | [illegible] | Sign | [illegible] | File

ACCEPTANCE OF PROJECT IS RECOMMENDED		ACCEPTED BY FEDERAL HIGHWAY ADMINISTRATION	
SIGNATURE Original Signed by T. P. LOWE		SIGNATURE	
TITLE Area Engineer	DATE FEB 21 1986	TITLE Field Operations Engineer	DATE FEB 2 1986

FORM FHWA 1446B PREVIOUS EDITIONS MAY BE USED.

STATE COPY

TO BE COMPLETED BY FHWA	US Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 1-73		State Oregon
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County Columbia
MODIFICATION NUMBER 3		Project Number F-1(31)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 26, 1984, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$483,808.00	$490,635.00
Federal funds	$426,476.00	$432,494.00
Other revisions		

This modification is made for the following reasons: to include increase in construction cost.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 14TH day of JAN, 1986.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX For: Larry Rulien

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A

Previous editions are obsolete

Gen Files

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON JANUARY 7, 1986

FEDERAL AID PROJECT NO. F-1(31)

SCAPPOOSE-DIKE ROAD SECTION
COLUMBIA RIVER HIGHWAY
COLUMBIA COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE 1000
ROADWAY (M.P. 18.90 to M.P. 20.24)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Temporary Striping	$ 6.00	4,600	$ 2,760.00	5,840	$ 3,504.00
Asphalt in Tack Coat	250.00	15	3,750.00	19	4,750.00
Extra for Asphalt Approaches	175.00	50	8,750.00	55	9,625.00
Wood Sign Posts (P.A. #1C)	---	---	---	100%	1,800.00
Type "C" Signs in Place	10.35	---	---	108	1,117.80
Sub Exc. Soft Spots, Filter Fab Clean Rock	---	---	11,000.00	---	12,290.18
			$26,260.00		$33,086.98

Increase	$ 6,826.98
Subtotal from estimate of Feb. 8, 1985	431,971.90
Subtotal	$ 438,798.88
Engineering	51,836.12
Total	$ 490,635.00

Length of Roadway	1.34 mi.
Cost of Roadway Per Mile	$ 366,145.52

Federal Funds (88.15%)	$ 432,494.00
State Funds	58,141.00
Total	$ 490,635.00

Appn Code: 010
Group 1 100%
Contract No. 9754
Prefix: 5-1902
Prefix: C09754
RLC:bkb

97-1

STATE COPY

TO BE COMPLETED BY FHWA	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089
MONTHLY TRANSACTION NUMBER 2-107	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	State Oregon
PROJECT REPORT NUMBER		County Columbia
MODIFICATION NUMBER 2		Project Number F-1(31)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 26, 1984, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$ 456,000.00	$ 483,808.00
Federal funds	$ 401,964.00	$ 426,476.00
Other revisions		

This modification is made for the following reasons: to include increases in construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 14th day of February, 1985.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

Manager, Program Section
(Title)

XXX For: H.S. Coulter, P.E.

State Highway Engineer
(Title)

By

(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON FEBRUARY 8, 1985

FEDERAL AID PROJECT NO. F-1(31)

SCAPPOOSE-DIKE ROAD SECTION
COLUMBIA RIVER HIGHWAY
COLUMBIA COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE 1000
ROADWAY (M.P. 18.90 to M.P. 20.24)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT	
Asphalt Cement in Mixture	$ 165.00	600	$99,000.00	685.68	$113,137.00	
Sub Ex Soft Spots, Filter Fab, Clean Rock (FA #1)	---	---	---	---	11,000.00	
	Subtotals		$99,000.00		$124,137.20	
					Increase	$ 25,137.20
					Subtotal of previous estimate of October 1, 1984	406,834.70
					Subtotal	$ 431,971.90
					Engineering	51,836.10
					Total	$ 483,808.00

Length of Roadway	1.34 mi.
Cost of Roadway Per Mile	$ 361,050.75

Federal Funds (88.15%)	$ 426,476.00
State Funds	57,332.00
Total	$ 483,808.00

Group 1	100%
Contract No.	9754
Prefix:	5-1902
Prefix:	5-1008

WH:bkb

9754

SCAPPOOSE - DIKE RD.

TO BE COMPLETED BY FHWA MONTHLY TRANSACTION NUMBER 10-296	U.S. Department of Transportation **Federal Highway Administration**	Form Approved; O M B No. 04-R2089 State OREGON
PROJECT REPORT NUMBER	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County COLUMBIA
MODIFICATION NUMBER 1	10-1-84	Project Number F-1(31)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Administrator on March 26, 19 84, is hereby modified as follows:

	Former amount	Revised amount
Estimated total cost of project	$428,575	$ 456,000
Federal funds	$428,575	$ 401,964
Other revisions		Appn Code 010

(Note: Additional Federal Funds Collected - $50,786.14)

This modification is made for the following reasons: 1. "The project agreement executed 3-26-84 is modified to decrease Federal-aid participation to 88.15 percent in accordance with P.L. 97-424, Section 145".
2. To include increases in construction and construction engineering costs.

All other terms and conditions of the Project Agreement will remain in full force and effect. This modification is effective as of the 1st day of October, 19 84.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By ______________________

Manager, Program Section
(Title)

~~By~~ FOR: H. S. Coulter, P.E.

State Highway Engineer
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By ______________________
(Division Administrator)

For: Dale E. Wilken

Form PR-2A
(Rev. 7-83)

Previous editions are obsolete

OREGON STATE HIGHWAY DIVISION
SALEM, OREGON OCTOBER 1, 1984

FEDERAL AID PROJECT NO. F-1(31)

SCAPPOOSE-DIKE ROAD SECTION
COLUMBIA RIVER HIGHWAY
COLUMBIA COUNTY

REVISED PROJECT AGREEMENT ESTIMATE

TYPE CODE I000
ROADWAY (M.P. 18.90 to M.P. 20.24)

ITEM	UNIT PRICE	ORIGINAL QUANTITY	ORIGINAL AMOUNT	REVISED QUANTITY	REVISED AMOUNT
Flagmen	$ 20.00	180	$ 3,600.00	702	$ 14,040.00
Class C Asphalt Concrete Mixture	14.60	10,000	146,000.00	11,486.49	167,702.75
	Subtotal		$149,600.00		$181,742.75

Increase	$ 32,142.75
Subtotal of previous estimate of March 23, 1984	374,691.95
Subtotal	$406,834.70
Engineering	49,165.30
Total	$456,000.00

Length of Roadway	1.34 mi.
Cost of Roadway Per Mile	$340,298.50
Federal Funds (88.15%)	$401,964.00
State Funds	54,036.00
Total	$456,000.00

~~Reimbursement 100% - $456,000, Public Law 97-424, S145~~

Group 1	100%
Contract No.	9754
Prefix:	5-1902
Prefix:	5-1008

975

OMB No. 04-R2089

TO BE COMPLETED BY FHWA
MONTHLY TRANSACTION NO.
3-204+207

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

FEDERAL-AID PROJECT AGREEMENT

State: Oregon
County: Columbia
Project No.: F-1(31)

The State, through its Highway Agency, having complied, or hereby agreeing to comply, with the applicable terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Federal Highway Administration having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Federal Highway Administration authorization to proceed with the project involving such costs.

PROJECT TERMINI

US 30, Scappoose-Dike Road

PROJECT CLASSIFICATION OR PHASE OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH *(Miles)*
HIGHWAY PLANNING AND RESEARCH (HP & R)		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	2-1-84	1.34

OTHER *(Specify)*

FUNDS PRO RATA 88.15%

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
$ 428,575.00	$ 377,787.00 *

The State further stipulates that as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

* See additional provisions on back.

OREGON STATE HIGHWAY DIVISION
(Official name of Highway Agency)

By

For- Manager, Program Section
(Title)

~~XXX~~ For: H.S. Coulter, P.E.
~~XXX~~

State Highway Engineer
(Title)

By

(Title)

U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

By
(Division Administrator)
For: Dale E. Wilken

Date executed by Division Administrator [illegible] 1984

Form PR-2 (Rev. 10-75) PREVIOUS EDITIONS ARE OBSOLETE

AGREEMENT PROVISIONS

1. RESPONSIBILITY FOR WORK

a. Except for projects constructed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in compliance with the approved plans and specifications or project proposal which, by reference, are made a part hereof.

b. With regard to projects performed under Certification Acceptance procedures, the State highway agency will perform the work, or cause it to be performed, in accordance with the terms of its approved Certification, or exceptions thereto as may have been approved by the Federal Highway Administration.

2. HIGHWAY PLANNING AND RESEARCH (HP&R) PROJECT. The State highway agency will (a) conduct or cause to be conducted, under its direct control, engineering and economic investigations of projects for future construction, together with highway research necessary in connection therewith, pursuant to the work program approved by the Federal Highway Administration and (b) prepare reports suitable for publication of the result of such investigations and research, but no report will be published without the prior approval of the Federal Highway Administration.

3. PROJECT FOR ADVANCE ACQUISITION OF RIGHTS-OF-WAY. In the event that actual construction of a road on this right-of-way is not undertaken by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

4. PRELIMINARY ENGINEERING PROJECT FOR PREPARATION OF RIGHT-OF-WAY PLANS OR FOR PREPARATION OF CONSTRUCTION PLANS, SPECIFICATIONS AND ESTIMATES. In the event that right-of-way acquisition for, or actual construction of the road for which this preliminary engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed, the State highway agency will repay to the Federal Highway Administration the sum or sums of Federal funds paid to the highway agency under the terms of this agreement.

5. INTERSTATE SYSTEM PROJECT. (a) The State highway agency will not add or permit to be added, without the prior approval of the Federal Highway Administration any points of access to, or exit from, the project in addition to those approved in the plans and specifications for the project. (b) The State highway agency will not permit automotive service stations, or other commercial establishments for serving motor vehicle users, to be constructed or located on the right-of-way of the interstate system. (c) The State highway agency will not after June 30, 1968, permit the construction of any portion of the Interstate Route on which this project is located, including spurs and loops, as a toll road without the written concurrence of the Secretary of Transportation or his officially designated representative. The term 'toll road' does not include toll bridges or toll tunnels.

6. PROJECT FOR CONSTRUCTION IN ADVANCE OF APPORTIONMENT. (a) This project authorized pursuant to 23 U.S.C. 115 as amended, will be subject to all procedures and requirements, and conform to the standards applicable to projects on the system on which located, financed with the aid of Federal funds. (b) No obligation of previously apportioned Federal funds is created by this agreement, its purpose and intent being to provide that, upon application by the State highway agency, and approval thereof by the Federal Highway Administration, any Federal-aid funds of the class designated by the project number prefix, apportioned to the State under 23 U.S.C. 104 subsequent to the date of this agreement, may be used to reimburse the State for the Federal share of the cost of work done on the project.

7. STAGE CONSTRUCTION. The State highway agency agrees that all stages of construction necessary to provide the initially planned complete facility, within the limits of this project, will conform to at least the minimum values set by approved AASHTO design standards applicable to this class of highways, even though such additional work is financed without Federal-aid participation..

8. BOND ISSUE PROJECT. Construction, inspection and maintenance of the project will be accomplished in the same manner as for regular Federal-aid projects. No present or immediate obligation is created by this Agreement against Federal funds, its purpose and intent being to provide aid to the State, as authorized by 23 U.S.C. 122, for retiring maturities of the principal indebtednesss of the bonds referred to below. When the State requests Federal reimbursement to aid in the retirement of such bonds, the request will be supported by the appropriate certification required by 23 CFR Part 140, Subpart F, and Volume 1, Chapter 4, Section 8 of the Federal-Aid Highway Program Manual or the alternative State procedure set forth in the State's Certificate, and payment of the authorized Federal share will be made from appropriate funds available. If in any year there is no unobligated balance of any apportioned Federal funds available from which payments hereunder may be made, there will be no obligation on the part of the Federal Government on account of bond maturities for that year. Funds available to the highway agency for this project are the proceeds of bonds issued by the governmental unit indicated on the attached tabulation, pursuant to the authority and in the amounts by date of issue and beginning date of maturities set forth therein.

9. SPECIAL HIGHWAY PLANNING AND RESEARCH PROJECT. The State Highway agency hereby authorizes the Federal Highway Administration to charge the State's pro rata share of costs incurred against funds apportioned to the State under 23 U.S.C. 307 (c), as amended. In the event a project is financed with both Federal-aid funds and State matching funds, the State agrees to advance to The Federal Highway Administration the State matching funds for its share of the estimated cost. For a National Pooled Fund study, the State hereby assigns its responsibility for the work to the Federal Highway Administration. For an Intra-Regional Cooperative Study, the State hereby assigns its responsibility for the work to the lead State for the study.

10. PARKING REGULATION AND TRAFFIC CONTROL. The State highway agency will not permit any changes to be made in the provisions for parking regulations and traffic control as contained in the agreement between the State and the local unit of Government referred to in the paragraph on "Additional Provisions," without the prior approval of the Federal Highway Administration, unless the State determines, and the Division Administrator concurs, that the local unit of Government has a functioning traffic engineering unit with the demonstrated ability to apply and maintain sound traffic operations and control.

NONDISCRIMINATION PROVISION

employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The State highway agency also agrees:

(1) To assist and cooperate actively with the Federal Highway Administration and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor.

(2) To furnish the Federal Highway Administration and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Federal Highway Administration in the discharge of its primary responsibility for securing compliance.

(3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order.

(4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Federal Highway Administration or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

In addition, the State highway agency agrees that if it fails or refuses to comply with these undertakings, the Federal Highway Administration may take any or all of the following actions:

(a) Cancel, terminate, or suspend this agreement in whole or in part;

(b) Refrain from extending any further assistance to the State highway agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the State highway agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

ADDITIONAL PROVISIONS

"The Federal-aid participation is increased to 100.0 percent for reimbursement claims paid on or before September 30, 1984, in accordance with Pub. L. 97-424, Section 145. The additional Federal funds requested total $50,788.00. Claims paid after September 30, 1984, shall be at the regular Federal pro rata share of 88.15 percent."

U S GOVERNMENT PRINTING OFFICE: 1977—724-393 3-I
882-230

AGREEMENT PROVISIONS

oject No
F-1(31)

11. SIGNING AND MARKING. The State highway agency will not install, or permit to be installed, any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administrator pursuant to 23 U.S.C. 109(d) or the State's Certificate as applicable.

12. MAINTENANCE. The State highway agency will maintain, or by formal agreement with appropriate officials of a county or municipal government cause to be maintained, the project covered by this agreement.

13. LIQUIDATED DAMAGES. The State highway agency agrees that on Federal-aid highway construction projects not under Certification Acceptance the provisions of 23 CFR Part 630, Subpart C and Volume 6, Chapter 3, Section 1 of the Federal-Aid Highway Program Manual, as supplemented, relative to the basis of Federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

14. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (APPLICABLE TO CONTRACTS AND SUBCONTRACTS WHICH EXCEED $100,000).

a. The State highway agency stipulates that any facility to be utilized in performance under or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

b. The State highway agency agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

c. The State highway agency stipulates that as a condition of Federal aid pursuant to this agreement it shall notify the Federal Highway Administration of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this agreement is under consideration to be listed on the EPA List of Violating Facilities.

d. The State highway department agrees that it will include or cause to be included in any Federal-aid to highways agreement with a political subdivision of the State which exceeds $100,000 the criteria and requirements in these subparagraphs a. through d.

NONDISCRIMINATION PROVISION

15. The State highway agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State highway agency setting forth the provisions of this nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The contractor will send to each labor union representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State highway agency advising the said labor union or workers' representative of the contractor's commitments under this section II-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the provisions of this Section II-2 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State highway agency or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. *Provided, however,* that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

The State highway agency further agrees that it will be bound by the above equal opportunity clause with respect to its own

Gen. Files

Oregon State Highway Division
Salem, Oregon March 23, 1984

Federal-Aid Project No. F-1(31)

Scappoose-Dike Road Section
Columbia River Highway
Columbia County

PROJECT AGREEMENT ESTIMATE

Type Code I000
Roadway (M.P. 18.90 to M.P. 20.24)

Mobilization		All Required		$ 5,500.00
Temporary Protection and Direction of Traffic		All Required		4,300.00
Temporary Signs	322	Sq. Ft.	5.00	1,610.00
Temporary Barricades	4	Each	100.00	400.00
Flagmen	180	Hour	20.00	3,600.00
Temporary Striping	4,600	Lin. Ft.	0.60	2,760.00
Stripe Removal	1,000	Lin. Ft.	1.25	1,250.00
Clearing and Grubbing		All Required		1,000.00
Embankment in Place	1,187	Cu. Yd.	9.00	10,683.00
Trench Excavation	125	Cu. Yd.	10.00	1,250.00
Finishing Roadbed and Slopes		All Required		2,000.00
Watering	40	M-Gal.	10.00	400.00
Aggregate Shoulders	2,400	Ton	8.00	19,200.00
Treated Base	1,975	Ton	19.56	38,631.00
Class "B" or Class "C" Asphalt Concrete Mixture	10,000	Ton	14.60	146,000.00
Asphalt Cement in Mixture	600	Ton	165.00	99,000.00
Asphalt in Tack Coat	15	Ton	250.00	3,750.00
12" Culvert Pipe	425	Lin. Ft.	18.00	7,650.00
18" Culvert Pipe	88	Lin. Ft.	22.00	1,936.00
Extra for Pipe Under Pavement	112	Lin. Ft.	12.00	1,344.00
Concrete Inlets, Type D	1	Each	450.00	450.00
Concrete Inlets, Type G-1	1	Each	450.00	450.00
Guardrail, Type 2A	463	Lin. Ft.	9.65	4,467.95
Guardrail Anchors, Type 1	6	Each	260.00	1,560.00
Guardrail Anchors, Type 2	2	Each	550.00	1,100.00
Guardrail End Pieces, Type "C"	6	Each	90.00	540.00
Extra for Asphalt Approaches	50	Each	175.00	8,750.00
Paved Culvert End Slopes	62	Sq. Ft.	8.00	496.00
Drainage Curbs	80	Lin. Ft.	3.50	280.00
Delineators, Type 2	30	Each	18.00	540.00
Delineators, Type 3	8	Each	21.00	168.00
Delineators, Type 4	2	Each	13.00	26.00
Adjusting Manholes	4	Each	300.00	1,200.00
				$ 372,291.95

Anticipated Items

Permanent Pavement Striping	All Required		$ 2,400.00
		Subtotal	$ 374,691.95
		Engineering	50,583.05
		Total	$ 425,275.00,

Length of Roadway	1.34 mi.
Cost of Roadway Per Mile	$ 317,369.40

Work Retained in Program

Permanent Signing	All Required	$ 2,500.00
Roadside Seeding and Mulching	All Required	800.00
		$ 3,300.00

SUMMARY OF FUNDS (88.15%)

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 425,275.00	$ 374,879.00	$ 50,396.00
Reserve	3,300.00	2,908.00	392.00
Total	$ 428,575.00	$ 377,787.00	$ 50,788.00

Reimbursement $428,575.00 Public Law 97-424, S145

Group 1	100%
Contract No.	9754
Prefix:	5-1902
Prefix:	5-1008

Scappoose-Dike Road Section
Nonparticipating-State Work

Single Mailbox Support	35 Each	70.00	$	2,450.00

- 9751

October 24, 1985

Federal Insurance Co.
Bonding Department
720 Olive Way
Seattle, WA 98101

CON 5
#9754

On September 6, 1985, we wrote to you concerning release of final payment on Contract No. 9754 awarded to Parker-Northwest Paving Co. for work on Scappoose-Dike Road Section of the Columbia River Highway in Columbia County.

Final payment on this contract is $1,700 and the total contract amount is $406,125.91 including $12,717.59 for work performed under force account.

Robert W. Gormsen
COMMISSION SERVICES

cc: Parker-Northwest Paving Co.
P.O. Box 149
Oregon City, OR 97045

Fred S. James & Co.
111 S.W. Columbia
Portland, OR 97201

bc: C. O. Fredrickson
Walt Hart
E. L. Hardt

FKN:arc

NOTED ON CARD
10-24-85 ac

9754.

STATE OF OREGON **INTEROFFICE MEMO**

Contract Payments 378-6594 FILE: CON 5

TO: Robert Gormsen
Manager, Commission Services

DATE: August 27, 1985

FROM: W. E. Schwartz, P.E., P.L.S.
Ass't. State Highway Engineer

SUBJECT: Highway Contract Acceptance

The contractor has completed all work according to specifications and I hereby accept the following contract as of this date.

Contract 9754, On Site Work Substantially Completed July 21, 1984

All Work Completed October 4, 1984

Project Scappoose-Dike Road

Highway Columbia River

County Columbia

Type of Work Grading and Paving

Contractor Parker-Northwest Paving Co.

WES:BMW:mk

cc: C. O. Fredrickson
B. M. Walton

CPC/FM2

9-6-85 - surety letter written (ac)

noted
R Gormsen

RECEIVED
AUG 29 1985
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

FORM 734-3001

FIELD ENGINEER'S WEEKLY REPORT

OREGON STATE HIGHWAY DIVISION

FOR CONSTRUCTION PROJECTS ONLY
CONSTRUCTION AND BRIDGE SECTION

SECTION: Scappoose-Dike Road

WEEK ENDING: Dec. 22, 1984

SECTION PREFIX: 005-1008

HIGHWAY: Columbia River

COUNTY: Columbia

NAME OF JOB: Scappoose-Dike Road

KIND OF WORK: Grading and Paving

CONTRACTOR: Parker-Northwest Paving Co.

CONTRACT NUMBER: 9754

FEDERAL AID PROJECT NUMBER: F-1-(31)

DATE OF CONTRACT: March 1, 1984

DATE WORK STARTED: April 2,1984

ESTIMATED COMPLETION DATE:

AVERAGE FORCE ON PROJECT FOR THE WEEK: MEN: 0 SUPERVISION: 0

SPECIFIED WORK DAYS: 100

SPECIFIED CALENDAR DAYS:

WORK DAYS USED: 130

CALENDAR DAYS USED:

SPECIFIED COMPLETION DATE:

PERCENT OF TIME ELAPSED: 102

PROJECT AUTHORIZATION: $ 431,802

EXCLUSIVE OF ENGINEERING: $ 397,562

ESTIMATED COST OF COMPLETED PROJECT, EXCLUSIVE OF ENGINEERING: $ 396,179

ESTIMATED PERCENT: ~~OVERRUN~~ UNDERRUN 0.3 %

ENGINEERING AUTHORIZATION: $ 25,738

This Week 0

ENGINEERING COST TO DATE: $ 74,044

PERCENT OF AUTHORIZATION: 274 %

PERCENT OF CONTRACT COMPLETED BASED ON ESTIMATED COST: 100

PERCENT OF CONTRACT COMPLETED BASED ON TOTAL AUTHORIZATION: 100

DATE PROJECT WAS COMPLETED: July 21, 1984

ESTIMATED PERCENT COMPLETE (ROADWORK)

CLEARING	DRAINAGE	GRADING	BASE	OIL AND/OR PAVE.	MAT'L. PROD		
100	100	100					

	GRADING	CTB SURFACING	MAINTENANCE MATERIALS	1"-0 OIL & BITUMINOUS MACADAM	PAVING
MILES IN PROJECT	1.3	1.3		1.3	1.3
MILES PARTIALLY COMPLETED	1.3	1.3		1.3	1.3
MILES COMPLETED	1.3	1.3		1.3	1.3
TOTAL ESTIMATED QUANTITIES (CONTRACT)	1,187cy	1,975tn		2,400tn	10,000tn
TOTAL QUANTITIES CORRECTED TO DATE	995cy	1,483tn		853tn	11,486tn
ESTIMATED QUANTITIES MOVED OR PLACED TO DATE	995cy	1,483tn		853tn	11,486tn
AVERAGE DAILY QUANTITIES	0cy	0tn		0tn	0tn
AVERAGE DAILY QUANTITIES NECESSARY TO COMPLETE PROJECT ON TIME	Compl	Compl		Compl	Compl
NUMBER OF SHIFTS PER DAY					
HOURS PER SHIFT					

EQUIPMENT USED DURING THE WEEK:

NONE

ESTIMATED PERCENT COMPLETE (STRUCTURES)

BRIDGE NO.								
PERCENT								

		WEATHER	WORK DAYS CHARGED	HOURS DELAY	CAUSE OF DELAY
SUNDAY	16		130		
MONDAY	17	Cloudy-Snow	130		
TUESDAY	18	Clear-Cold	130		
WEDNESDAY	19	Clear-Cold	130		
THURSDAY	20	Snowers	130		
FRIDAY	21	Clear-Cold	130		
SATURDAY	22		130		

RECEIVED
DEC 26 1984
CONSTRUCTION SECTION
CE F CAE .... COE.... OM.... OE .... CA........ CAM .... EEO........
LS...... TC...... SA...... CC...... FE...... CP ..... POC........ OCS........ FILE........

CONTR. NO: 9754 **GENERAL DESCRIPTION OF ACTIVITIES FOR THE WEEK** DATE: Dec. 22, 1984

SUNDAY 16	No activity.
MONDAY 17	No activity.
TUESDAY 18	No activity.
WEDNESDAY 19	No activity.
THURSDAY 20	No activity.
FRIDAY 21	No activity.
SATURDAY 22	No activity

REMARKS

STATUS: The contract work has been completed. The semi-final was submitted to Region on December 19, 1984. This will be the last weekly report.

VISITORS: None.

NEXT WEEK:

SIGNED Walter Bartel LOCATION Sylvan

PRIME RESIDENT SUBMIT 2 COPIES WHEN BRIDGES AND GRADING BOTH ARE INVOLVED SUBMIT 3 COPIES

SP*F216

1859

VICTOR ATIYEH
GOVERNOR

Department of Transportation
HIGHWAY DIVISION
TRANSPORTATION BUILDING, SALEM, OREGON 97310

DATE: December 5, 1984

In Reply Refer to File No.: CON 5

TO: Oregon Transportation Commission

FROM: H. S. Coulter, P.E., P.L.S.
State Highway Engineer

SUBJECT: Request for Increase in Project Authorization
Scappoose-Dike Road Section
Columbia River Highway, Columbia County
Contract No. 9754

This federal aid grading and paving project has been completed and it is now apparent that the final cost will exceed the project authorization by $40,000 or 29 percent.

Additional quantities of asphalt concrete paving materials were found to be necessary for pre-leveling the existing rutted surface. This work added more than $28,000 to the cost of the project.

Subexcavation of unsuitable material and backfilling with rock on a filter fabric was required to correct unstable foundation conditions adjacent to Dike Road. This work added more than $12,000 to the cost of the project.

The construction engineering exceeded the amount provided because of the cost of adequately monitoring, inspecting and documenting the additional work.

There are sufficient funds available in the category of work and all the increase, except $10,684, is eligible for federal participation.

I recommend that the authorization be increased by $40,000.00 to a new total of $471,801.62. This matter will be on the consent calendar for the December 18 meeting.

bc: Fred Miller
R. W. Gormsen
C. O.Fredrickson
V. E. Skoog
E. L. Hardt
George Bell

Form 734-3122

STATE OF OREGON **INTEROFFICE MEMO**

Highway Construction 378-6318 FILE: CON 5

TO: W. E. Schwartz
Ass't. State Highway Engineer

DATE: December 5, 1984

O. B. Jackmond

FROM: O. B. Jackmond, P.E., P.L.S.
Contract Administration Engineer

SUBJECT: Request for Increase in Project Authorization
Scappoose-Dike Road Section
Columbia River Highway, Columbia County
Contract No. 9754

This federal aid grading and paving project has been completed and it is now apparent that the final cost will exceed the project authorization by $40,000 or 29 percent.

Additional quantities of asphalt concrete paving materials were found to be necessary for pre-leveling the existing rutted surface. This work added more than $28,000 to the cost of the project.

Subexcavation of unsuitable material and backfilling with rock on a filter fabric was required to correct unstable foundation conditions adjacent to Dike Road. This work added more than $12,000 to the cost of the project.

The construction engineering exceeded the amount provided because of the cost of adequately monitoring, inspecting and documenting the additional work.

There are sufficient funds available in the category of work and all the increase, except $10,684, is eligible for federal participation.

Attached is a rough draft letter to the Transportation Commission requesting an increase of $40,000.00. Also attached is a copy of the Expected Overrun of Project Authorization form.

OBJ:HHP:mk

Attach.

cc: E. L. Hardt
W. G. Bartel
B. M. Walton
W. F. Cobine

NOTED
W. E. SCHWARTZ

RECEIVED
STATE HWY ENGR
DEC 6 '84
REFER TO
FOR
Info Inves R/D D/R Sign Act File

Contains Recycled Materials

97

1

September 21, 1984

Parker-Northwest Paving Co.
P.O. Box 149
Oregon City, Oregon 97045

CON

Request for Time Extension Reevaluation
Scappoose-Dike Road
Contract No. 9754
FAP No. F-1(3)

Your request for reevaluation of your previous time extension requests on this project has been carefully reviewed. My June 19 letter did, in fact, address your request related to "soft subgrade" and did, in fact, grant the 13 calendar days you requested for this reason.

The present request to reevaluate contract time charges on this project has been given careful consideration. A review of the final quantities of work performed indicates that a contract time adjustment of an additional three calendar days is warranted, and that amount of additional contract time is granted.

The adjusted contract time of completion of this contract is 130 calendar days. This will eliminate liquidated damages under this contract.

W. E. Schwartz, P.E.
Assistant State Highway Engineer
for Operations

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
Al Harwood w/att.
Walt Bartell w/att.
FHWA w/att.
Bruce Walton

STATE OF OREGON

INTEROFFICE MEMO

TO: Marion Craft
Region Construction Engineer

DATE: September 7, 1984

FROM: Walter Bartel
Walter Bartel
Project Manager

CE....CAE.... RECEIVED LB.... TC....
COE....OM.... SA.... CC....
CA.... SEP 11 1984 FE....
CAM.... MA....
CP.... CONSTRUCTION DCS....
LEO.... SECTION FILE....

SUBJECT: Scappoose - Dike Road Section
Columbia River Highway
Columbia County
Contract No. 9754

Attached for your information please find a copy of a letter from Parker-Northwest Paving Co. dated 21 August 1984, requesting reevaluation of the time extension granted on 19 June 1984.

The contractor used an additional 30 days over the original contract completion time limit of 100 calendar days. 27 additional days were granted on 19 June. Liquidated damages were assessed for 3 days. Since the project work was completed on 21 July 1984, the contractor is requesting that we reevaluate the project and grant the additional 3 days used to complete the project.

The effect of the various extra work orders on the project time limit is a follows.

E.W.O.#1, Subexcavate Subgrade - 5 work days were used to subexcavate the unsuitable material, install a stabilizing fabric, and backfill with suitable material.

E.W.O.#2, Remove Guard Rail and Stump - 1 work day was involved in removing an existing run of guard rail and grinding a tree stump flush with the existing ground to eliminate a traffic hazard.

P.A.#1, Permanent Signing - 2 work days were required to install the permanent sign posts and mount the signs.

A total of 8 work days were required to complete the above extra work. Additional calendar days were lost to the contractor when the extra work carried over into the following week and in preparation for performing extra work and resuming normal construction activity. Therefore for each day spent on extra work, in my opinion, an additional day was lost to the contractor. I recommend that in the final analysis 16 days be granted in the performance of extra work.

Price Agreement No. 5 documented a quantity increase in B.I.#6, Temporary Striping. The increase amounted to 1,240 lineal feet or 27% and one additional work day to complete the necessary work. We recommend one day be granted due to the increased quantity of temporary striping.

B.I.#15, Class 'C' Asphalt Concrete Mixture, also overrun by 1,486.49 or 15%. 19 work days were used to pave the project. The 15% overrun required an additional 2¼ of the 19 days for completion.

9-11-84. [illegible]. I recommend a 3 C.O. time extension due to the overruns in bid item quantities.
O.B.

CC: Bryant Jackmord - with attach.

~~I concur in~~ the 3 day ~~two~~ additional time extension, due to the extra work not considered in the original request,
" " " " "

rll
US Department of Transportation
Federal Highway Administration

INSPECTION REPORT

cc: OSHD (Coulter)

(Check appropriate box)

☐ INITIAL INSPECTION
☐ INTERMEDIATE INSPECTION
☐ PROJECT
☐ INSPECTION-IN-DEPTH
☒ FINAL INSPECTION

RECEIVED
STATE HWY ENGR
SEP 7 '84
REFER TO Fredrickson
FOR

Info	Inves	R/D	D/R	Sig	Act	File

REGION NO 10	REPORT NO. 2	COUNTY Columbia	DIVISION Oregon
IN COMPANY WITH Walt Bartel, & Marion Craft; OSHD			
DATE OF INSPECTION 8/21/84	INSPECTION MADE BY T. P. Lowe, Area Engineer		PROJECT NO. F-1(31)
QUALITY OF WORK Satisfactory	PROGRESS OF WORK Satisfactory	TIME ELAPSED 130 %	WORK COMPLETED 100 %

SCAPPOOSE - DIKE ROAD
COLUMBIA RIVER HIGHWAY
Grading & Paving

NOTED
W. E. SCHWARTZ

Project Description

This project provides for the overlay of the existing highway and construction of turning movements at Dike Road.

Contract Time

The contract allowed 100 days to complete the work. The contractor used 130 days. A 27 day time extension based on extra work has been granted. The contractor has indicated that he will submit another time request for 3 more days.

Asphaltic Concrete Penalties

The project manager said about $15,000 in penalties has been assessed for acceptable but non-specification asphaltic concrete. This penalty was determined using the State's new conventional procedure. Most of the penalty was due to the problem of excessive material passing the No. 10 sieve.

Comments

The project overran the estimated cost by about 6 percent. Most of the additional cost was due to the foundation correction required adjacent to Dike Road. This area was subexcavated and backfilled with rock on a filter fabric. Also the asphaltic concrete overran about 15 percent. The overrun on AC was necessary for pre-leveling the existing rutted surface.

Form FHWA-1446A
(Rev. 2-84)

(Supersedes FHWA-1446 dtd 12-73 & FHWA-1446A dtd 12-73 which are not to be used)

This is a very good looking project. It rides extremely well. The State is considering submitting this project for a pavement award.

This project was performed in accordance with the contract requirements and, therefore, acceptance is recommended.

1154

1

5:10 p.m., July 9, 1984

NOTED
H.S. COULTER

Received a telephone call from a Mr. Hasenkamp, Box 32800, Scappoose, OR, ph. 543-2074 who wanted to talk to Mr. Coulter concerning a problem on Hwy. 30.

Mr. Hasenkamp was extremely upset over traffic delays. He states traffic is backed up 5-6 miles during peak rush hours and the delays last anywhere from 1 hour to 2 hours. Attempted to pinpoint area of problem but he could only say that it was near Scappoose, but actually extended from the Multnomah County Line to the Columbia County Line.

He suggests construction work not be carried on during peak rush hours and/or at the very least, flaggers be utilized to keep traffic from piling up.

Mr.Hasenkamp intends to call Mr. Coulter on Thursday; stating that he did not want to talk to any underling (when I suggested he contact Metro Region), stating that Mr. Coulter was the "head honcho" and was the only one who could straighten out the problem. In the meantime, he is circulating this office number among all those who are being inconvenienced, stating that after we receive a couple hundred phone calls perhaps something would be done.

Mr. Hasenkamp stated problem is acute; that in the rush hour heat, tempers are wearing thin and fights are breaking out and that if something isn't done soon the problem will only become very, very serious.

Jean Alderson

Talked to Al Hammond — 15-20 min delays
This is a Paving Job near Scappoose
caught a ~~state~~ son. wife one time - she
missed a plane — Work was Completed
on Tuesday or Wednesday. — Possible we
should have had time limitations in specifications
Scott

Talked to Mrs. Hasenkamp —
Tried to explain —
7-12

rll

STATE COPY

US Department of Transportation
Federal Highway Administration

INSPECTION REPORT cc: OSHD (Coulter)

(Check appropriate box)

☐ INITIAL INSPECTION

☒ INTERMEDIATE INSPECTION

☐ FINAL INSPECTION

☒ PROJECT

☐ INSPECTION-IN-DEPTH

REGION NO. 10

REPORT NO. 2

COUNTY Columbia

DIVISION Oregon

IN COMPANY WITH Walt Bartell, OSHD

DATE OF INSPECTION 7/5/84

INSPECTION MADE BY T. P. Lowe, Area Engineer

PROJECT NO. F-1

QUALITY OF WORK Satisfactory

PROGRESS OF WORK UnSatisfactory

TIME ELAPSED 112 %

WORK COMPLETED 70 %

RECEIVED
STATE HWY ENGR
SEP 7 '84
REFER TO Fredrickson
FOR
Info Inves R/D O/R Sign Act File

SCAPPOOSE - DIKE ROAD
COLUMBIA RIVER HIGHWAY
Grading & Paving

NOTED
W. E. SCHWARTZ

At the time of this inspection the contractor was paving the top shoulder lift on the eastbound lanes. The eastbound travel lane is paved. The only paving remaining is the wearing course of the westbound lanes.

Initially the contractor utilized the old highway for one way traffic. However, the City of Scappoose had a contract, ironically, with the same contractor to overlay certain portions of the old highway. It was necessary that this work be done prior to July 1st which is the end of their fiscal year. Therefore, the contractor did that work and the City no longer will allow the State to route Highway 30 traffic over the old highway. Therefore, the last few days of paving the contractor has had to run one way traffic adjacent to his paving operations and considerable queing of traffic resulted. At the time of this inspection traffic was operating satisfactorily. There will only be one more day of the one way traffic.

The contractor was using three rollers, a steel wheel breakdown roller, a pneumatic intermediate roller and a steel wheeled finish roller. The project manager advised that the pneumatic

Form FHWA-1446A
(Rev. 2-84) (Supersedes FHWA-1446 dtd 12-73 & FHWA-1446A dtd 12-73 which are not to be used)

tired roller was initially used for breakdown but the hot AC picked too badly so the pneumatic roller was moved to the intermediate position. Some picking was noted during the inspection although the pneumatic roller seemed to be well skirted.

The temperature of the mix was 280°F± at the time of this inspection. Fifteen extraction tests had been run. Asphalt content was on the high side the first day but was within specification. The contractor did run into some minor gradation problems during the base course of the paving. The problems involved the material passing 4 versus the percent past the 10. He bounced back and forth there for a few days. This project contains the old conventional specification. The project manager had already calculated roughly the penalty to date in the neighborhood of $8,000 for the gradation problems. The contractor has been advised of his penalties and test results. This gave the contractor incentive early in the paving work to correct the gradation problems. The AC placed on the wearing course has complied with the specifications.

The project manager had check tests taken on all fifteen tests. In general, good coalition was noted on all check tests.

It was necessary for the project manager to overrun the base course quantity somewhat to restore the crown in this badly warped section. Therefore, the top lift of two inches is being reduced slightly to come reasonably close to the planned quantities. It appears that this project will result in a very good ride and quality concrete pavement.

The contract has a bid price for a single mail box installation. Several mail boxes had to be replaced at one location. A price has been negotiated for a multi-mail box installation. Although this work is non-participating it is of interest because one multi-mail box installation will be less of a safety hazard to the traveling public then several single installations. I commend the project manager for his action in this matter.

June 19, 1984

Parker-Northwest Paving Co.
P.O. Box 149
Oregon City, OR 97045

CON

Time Extension Request
Scappoose-Dike Road
Contract No. 9754
FAP No. F-1(31)

Your two requests for additional contract time in which to complete the above project have been carefully reviewed.

Your first request was for an additional 30 calendar days during March and April 1984, due to rainfall delays. Rainfall during the months of March and April in the Scappoose area is reasonably predictable. A review of the weather records for the prior ten year period indicates that both the quantity and frequency of March and April rainfall in 1984 was reasonably predictable. Therefore, this portion of your request is denied.

Your second request was for an additional 30 calendar days due to late asphaltic concrete mix design by the State (13 days), extra permanent signing added to contract (four days), and extra work performed for subgrade stabilization (13 days).

Our records indicate that the asphaltic concrete mix design delay amounted to ten calendar days and that amount of additional contract time will be granted.

The added signing work has not been performed. Our estimate of the additional time required to accomplish this work is three calendar days, which will be granted.

The subgrade stabilization extra work had the effect of delaying the project the requested 13 calendar days, and that amount of additional time will be granted.

Order for Extra Work No. 2 has been issued to remove a stump and the adjacent protective guardrail. This work has not been done but is estimated to require one additional calendar day to accomplish. One calendar day of contract time will be granted for this work.

In summary, your first request for additional contract time due to weather conditions is denied. Your second request for additional contract time is granted to the extent of 27 calendar days. The adjusted contract time for completion of this project is 127 calendar days.

Should you wish to review this matter further, or to submit additional data, please contact Project Manager Walt Bartel.

W. E. Schwartz
Assistant State Highway Engineer

OBJ:mk sl

bc H. S. Coulter
C. O. Fredrickson
Al Harwood w/att.
Walt Bartel w/att.
FHWA w/att.
Bruce Walton (NOTE: 10 C.D. = N-P; 17 C.D. = P)

STATE OF OREGON

INTEROFFICE MEMO

TO: BRYANT JACKMOND
Contract Administration Engineer

DATE: June 13, 1984

FROM: Marion Craft
MARION CRAFT
Metro Region Construction Engineer

SUBJECT: SCAPPOOSE-DIKE ROAD SECTION
Columbia River Highway
Contract No. 9754

Attached is a second time extension request for this ~~por~~section, with Walt Bartel's letter of explanation and recommendation.

The contractor's first request was for 30 days, based mostly on weather and weather related work.

This second request is also for 30 days, based on excessive time to get a mix design, and extra work involving unstable subgrade and extra signing added to the contract.

Walt has analyzed the requests, and recommends 10 days due to the extra time we took in responding to the mix design and 4 days due to the extra work involved in the soft subgrade. He recommends no days be given at this time due to the extra permanent signing.

I concur in Walt's analysis and recommend that 14 days be granted for reasons just stated.

MC/gw
Attachment
cc Walt Bartel

6-14-84

W. E. Schwartz —

The lab was 10 days late in providing the mix design. These 10 C.D. will be FHWA non-participating. The actual work n on the soft subgrade required 4 C.D., however it delayed the project an 4 days while we designed the solution. I recommend that this be expanded to 13 C.D. to allow for seasonal weather impact.

I also recommend 3 C.D. for extra signing to be done under EWO #1, and one C.D. for work to be done under EWO #2.

I therefore recommend a time ext. of 27 C.D., 10 of which are N-P.

O. B. Jackmond

RECEIVED
JUN 14 1984
CONSTRUCTION SECTION
CE...... CAE...... LS...... TC......
COE...... CM...... SA...... CC......
CA...... FE......
CAM...... HA......
CP...... OCS......
CEO...... FILE......

9754

r11

STATE COPY

U.S. Department of Transportation
Federal Highway Administration

INSPECTION REPORT cc: OSHD (Coulter)

RECEIVED
STATE HWY ENGR
JUN 5 '84
REFER TO
FOR
File

(Check appropriate box)

☒ INITIAL INSPECTION ☐ INTERMEDIATE INSPECTION ☐ FINAL INSPECTION
☐ PROJECT
☐ INSPECTION-IN-DEPTH

REGION NO. 10	REPORT NO. 1	COUNTY Columbia	DIVISION Oregon

IN COMPANY WITH
Walt Bartell and Marion Craft, OSHD 6/6

DATE OF INSPECTION 5/17/84	INSPECTION MADE BY T. P. Lowe, Area Engineer Original Signed by T. P. LOWE	PROJECT NO. F-1(31)

QUALITY OF WORK Satisfactory	PROGRESS OF WORK UnSatisfactory	TIME ELAPSED 60 %	WORK COMPLETED 5 %

SCAPPOOSE - DIKE ROAD
COLUMBIA RIVER HIGHWAY
Grading & Paving

This subject project provides for the revision of the at grade intersection of Dike and Scappoose Roads with the Columbia River Highway to allow for turning movements and overlay of the Columbia River Highway between Scappoose and the aforementioned interchange with 5 inches of asphaltic concrete plus leveling.

To date the contractor had done most of the grading and some installation of CTB at the intersection revision with Dike Road. The subsurface soil conditions were very soft in this area particularly with the current high water table. The contractor did most of the embankment construction using a some what dirty pit run rock. The sliver embankment on the west side has been covered with cement treated base and is ready to pave. The sliver embankment on the east side began to pump due to the weight of the construction equipment and is not suitable for the cement treated base. It was decided to remove the pit run rock embankment and place a filter fabric on the original ground to prevent the infiltration of fine saturated silts and to reconstruct the rock embankment. This work should take about two days and the contractor will be ready to start the asphaltic concrete paving weather permiting.

Form FHWA-1446A (Supersedes FHWA-1446 dtd 12-73 & FHWA-1446A dtd 12-73 which are not to be used)
(Rev. 2-84)

F

The contractor has indicated he will request a time extension due to the alleged abnormally wet weather this spring which has postponed his grading operation which was a critical operation.

The contractor will be getting his asphaltic concrete from his commercial source located in Scappoose. Other crushed aggregate will be produced from Columbia River Gravels. The project manager advised that this source has passed the State's qualifying test. On May 18 I attended a brief pre-paving conference held in the project manager's office. The contractor said he will be using a 5 ton batch plant without a surge hopper. That is the material will be hauled directly as it is batched in dump trucks and then directly into a paving machine on the road. In accordance with the specifications the contractor will use a pneumatic tired roller in conjuction with two static wheel rollers, however, he has not decided if he will use the pneumatic tired for breakdown or intermediate rolling at this time. He indicated that he will try the pneumatic at breakdown and adjust from there if necessary. A formal mix design had not been received from the central lab at the time of this pre-paving conference, however, it was expected in the next few days. The contractor indicated he will start paving as soon as weather permits.

The project manager advised he will notify the construction section and myself as soon as paving commences so that we may review it at the early stages.

F

March 14, 1984

Parker-Northwest Paving Co.
P. O. Box 149
Oregon City, OR 97045

Gentlemen or Ladies:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the Transportation Commission:

Contract No. 9754 for work on the Scappoose-Dike Road Section of the Columbia River Highway in Columbia County.

A copy of this contract is also being sent to the surety on your performance bond.

Sincerely,

Robert W. Gormsen
COMMISSION SERVICES

dc

Encl.

cc: Federal Insurance Company
Bonding Department
1400 Plaza 600
Seattle, WA 98101

Fred S. James & Company
111 S.W. Columbia
Portland, OR 97201

bc: C. O. Fredrickson
Walt Hart
Robert Church
Jan Peterson
E. L. Hardt
John Howard

(503) 656-0663 P.C OX 149 1105 17TH STREET ORE N CITY, OREGON 97045

PARKER-NORTHWEST PAVING CO.

February 28, 1984

Department of Transportation
121 Transportation Building
Salem, Oregon 97310

Attention: Robert Gormsen

RE: Scappoose - Dike Road DBE Subcontractor #9754

Dear Mr. Gormsen:

Please find enclosed the required documentation and information pertaining to the DBE Sub-Contractors, Bid Items, Dollar Amounts, and Percentage of Involvement for the paving improvements on the Scappoose - Dike Road project in Columbia County.

DBE Sub-Contractor - Pacific Northwest Guardrail
and Supply Company
3904 N. E. Union
Portland, Oregon 97212

Bid Item	Description	Unit	Quantity	Unit Prices	Total
1	Mobilization	L.S.	-	$1,000.00	$1,000.00
2	Temporary Protection of Traffic	L.S.	-	300.00	300.00
23	Guard Rail, Type 2A	Lin. Ft.	463	9.65	4,467.95
24	Guard Rail Anchors, Type 1	Each	6	260.00	1,560.00
25	Guard Rail Anchors, Type 1 Mod.	Each	2	550.00	1,100.00
26	Rail End Pieces, Type "C"	Each	6	90.00	540.00
				TOTAL	$8,967.95

Percentage of DBE Involvement - 2.4%

If you should require any further information regarding the above matter, please do not hesitate to contact our office.

Sincerely,

PARKER-NORTHWEST PAVING CO.

ROBERT D. TRAVERSO
PRESIDENT

RECEIVED
[illegible]
COMMISSION SERVICES
DEPARTMENT OF TRANSPORTATION

RDT:ga

CC Kay Turner

rll

U. S. DEPARTMENT OF TRANSPORTATION
~~FEDERAL~~ FEDERAL HIGHWAY ADMINISTRATION

LETTER OF APPROVAL AND/OR AUTHORIZATION

1. FEDERAL-AID PROJECT NO. F-1(31)

2. STATE PROJECT NO. See Below

2A. COUNTY NAME Columbia

3. FROM
Dale E. Wilken, Division Administrator
FHWA - Oregon Division
2-1-84

4. PROGRAM NO.

5. ITEM NO. 20072

6. TO

Mr. H. S. Coulter
State Highway Engineer
State of Oregon
Salem, Oregon

7. DATE AUTHORIZATION EFFECTIVE 2/1/84

8. FEDERAL ROUTE NUMBER Primary 1

9. STATE ROUTE NUMBER Primary 2W

10. GENERAL LOCATION:

Scappoose - Dike Road Section

11. GENERAL DESCRIPTION OF WORK

Grading and paving

12. YOU ARE AUTHORIZED TO PROCEED WITH THE WORK CHECKED BELOW

☐ PRELIMINARY ENGINEERING TO DETERMINE LOCATION ONLY
☐ PRELIMINARY ENGINEERING FOR CONTRACT PLAN PREPARATION
☐ ACQUISITION OF RIGHT-OF-WAY
☒ CONSTRUCTION – ADVERTISE FOR RECEIPT OF BIDS
☐ CONSTRUCTION PROCEED ON AN AGREED PRICE AND/OR FORCE ACCOUNT BASIS
☒ OTHER *(Specify)* Anticipated item as shwon in your "PS&E" Estimate dated 1/12/84

13. REMARKS

After concurrence in award you are authorized to proceed with those items listed above as shown in your Estimate as being cost-effective.

Mr. Potter's 1/30/84 request and certifying statements are accepted.

PS&E documents for the subject project have been reviewed and are approved at a total estimated cost of $501,300. Regular Federal-aid matching ratio, appropriation code 010 in amount of $441,895 and increased Federal share (P.L. 97-424 Section 145) appropriation code 01L in amount of $59,405.

A signed copy of the Title Sheet is returned herewith.

RECEIVED
STATE HWY ENGR
FEB 15 '84
Watt
orig 2/15
REFER TO Potter
FOR

Info	Inves	R/D	D/R	Sign	Act	File

14. DATE 2/1/84

15. SIGNATURE OF APPROVING OFFICIAL G. K.

16. TITLE for Division Administrator

FORM PR-1240
(Rev. 12-79)
PREVIOUS EDITIONS MAY BE USED

SERIES TITLE:

Contracts

LAST RECORD
IDENTIFICATION:

Contract # 9754

OMI **Oregon Micro-Imaging, Inc.**

1790 West Eleventh Ave.
Eugene, OR 97402
503/687-9585

14915 SW 72nd Ave.
Portland, OR 97224
503/620-3333

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Classification Contracts
Starting File Contract # 9736
Ending File Contract # 9754

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Camera Operator Beth Stafford

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END

OF

ROLL